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Aubrey Leblanc. *Toronto Star*. Toronto, Ont.: Nov 12, 1994. p. F.6
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ELLEN JAMES MARTIN, *Special to The Chronicle*. *San Francisco Chronicle (pre-1997 Fulltext)*. San Fr  
Jan 13, 1993. p. 7.Z.5
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by Chao, I-Ming, Ph.D., University of Maryland College Park, 1993, 1217 pages; AAT 9407615
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Johnston, David. *New York Times (Late Edition (East Coast))*. New York, N.Y.: Mar 29, 1992. p. 112

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by McCarnes, Kayla, Ph.D., University of Denver, 1992, 220 pages; AAT 9237592

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Maureen Guy. *Toronto Star*. Toronto, Ont.: Jun 22, 1991. p. J.23

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Shifrin, Carole A.. *Aviation Week & Space Technology*. New York: Apr 10, 1989. Vol. 130, Iss. 15; p. 34

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JOHN M. MCCLINTOCK. *Seattle Times*. Seattle, Wash.: Jan 1, 1989. p. A.16

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- ☐ 13. **Robot Economics**  
Naidish, Norman L.. *Quality Progress*. Milwaukee: Nov 1986. Vol. 19, Iss. 11; p. 52 (4 pages)

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by WALKER, CHERYL L., Ph.D., The University of North Carolina at Chapel Hill, 1980, 309 pages; AA1

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by JOHNSON, CAROLINE BROWN, Ph.D., State University of New York at Buffalo, 1980, 196 pages; A

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02071574 60667032

**Going once, going twice, E-sold! (underline)**

Leavitt, Wendy

Fleet Owner v95n9 PP: 93-100 Sep 2000

ISSN: 1070-194X JRNL CODE: FOW

WORD COUNT: 2521

...TEXT: and detailed information about the vehicles, by offering the opportunity to inspect trucks or trailers within three business days of the sale, and by giving buyers the chance to view complete bid histories and...

...the cab interior, for instance. We expect to have the new inspection process in place within the next 60 days."

Another online truck auctioneer and wholesaler, Truck Remarketing Services, actually came to Internet sales from...parts and service; includes opportunity to preapprove financing.

\* Hookup.com (www.hookup.com): Offers weekly online truck and equipment auctions, including escrow service through Taylor & Martin.

\* International Truck and Engine Corp. (www.navistar.com). Offers a used

...

000901

**4/3,K/2 (Item 2 from file: 15)**

DIALOG(R)File 15:ABI/Inform(R)

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02011827 52612689

**Behind the spree in payments for C2C**

Bowen, Cathy

Credit Card Management v13n1 PP: 28-34 Apr 2000

ISSN: 0896-9329 JRNL CODE: CCM

WORD COUNT: 2799

...TEXT: another option. The Internet company i-Escrow Inc. accepts credit card payments for her. I- Escrow is one of an exploding number of Web start-ups, software vendors, and banks seeking a share of the new consumer-to-consumer...known Internet service providers, says Verza's spokesperson, who declines to give their names.

**The Escrow Option**

A third alternative for Internet auctioneers and online micromerchants is escrow services such as Redwood Shores, Calif.-based i-Escrow used by Dreschsler. The service, which...

...a \$2.95 minimum. Upon acknowledgment of the terms, the buyer forwards payment to i- Escrow , typically via a credit card online .

I- Escrow .com verifies the funds are good and then instructs the seller to ship the merchandise...available for use immediately. Bank One expects funds sent from a checking account will clear within four business days

Boston-based FleetBoston Financial is also claiming some C2C turf. It has teamed up with...

000401

**4/3,K/3 (Item 1 from file: 9)**

DIALOG(R)File 9:Business & Industry(R)

(c) 2005 The Gale Group. All rts. reserv.

02160344 Supplier Number: 25715476 (USE FORMAT 7 OR 9 FOR FULLTEXT)

**Electronic Commerce: Processor Camps Clash in Person-to-Person Payment  
(Propay introduces credit card-based person-to-person payments system to  
compete directly with X.com's e-mail-based system)**

American Banker, v 165, n 103, p 14

May 30, 2000

DOCUMENT TYPE: Newspaper ISSN: 0002-7561 (United States)

LANGUAGE: English RECORD TYPE: Fulltext

WORD COUNT: 863

(USE FORMAT 7 OR 9 FOR FULLTEXT)

TEXT:

...burgeoning person-to-person market.

Propay has been testing its system for the last 45 days and expects to have 10,000 to 40,000 accounts within the next 30 days, said Bruce Wilkes, president of Propay. The company is targeting online auction sites and has...

...account sponsored by MasterCard. TradeSafe.com, which has an alliance with FleetBoston Financial, provides an escrow service so consumers can accept credit card payments online. Billpoint.com, owned by eBay and Wells Fargo & Co., lets sellers accept credit card payments...

**4/3,K/4 (Item 1 from file: 610)**

DIALOG(R)File 610:Business Wire

(c) 2005 Business Wire. All rts. reserv.

00320317 20000714196B2044 (USE FORMAT 7 FOR FULLTEXT)

**Teligistics.com and i-TeleCo.com Announce Joint Venture**

Business Wire

Friday, July 14, 2000 07:16 EDT

JOURNAL CODE: BW LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT

DOCUMENT TYPE: NEWSWIRE

WORD COUNT: 679

20000714

...data, Internet and wireless needs. The www.i-teleco.com site will be fully functional within 30 days. Based in New York City's Silicon Alley, i-incubator.com identifies Internet and technology...

...of Micro General Corporation (OTC BB: MGEN) and Fidelity National Financial (NYSE: FNF), for secure online escrow services. Additional information is available at www.i-incubator.com.

Teligistics.com is a contingency...

**4/3,K/5 (Item 2 from file: 610)**

DIALOG(R)File 610:Business Wire

(c) 2005 Business Wire. All rts. reserv.

00315029 20000706188B6633 (USE FORMAT 7 FOR FULLTEXT)

**i-incubator.com's i-AutoAuction.com Becomes Affiliate Of Carfax**  
Business Wire

Thursday, July 6, 2000 13:28 EDT

JOURNAL CODE: BW LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT

DOCUMENT TYPE: NEWSWIRE

WORD COUNT: 747

20000706

TEXT:

...and auto loans, and VehicleEscrow.com for escrow services. i-AutoAuction.com will be launched within 20 days .

...of Micro

General Corporation (OTC BB: MGEN) and Fidelity National Financial (NYSE: FNF), for secure online escrow services. Additional information is available at [www.i-incubator.com](http://www.i-incubator.com).

Carfax, Inc. is a wholly...

**4/3,K/6 (Item 3 from file: 610)**

DIALOG(R)File 610:Business Wire

(c) 2005 Business Wire. All rts. reserv.

00313962 20000705187B5544 (USE FORMAT 7 FOR FULLTEXT)

**i-incubator.com Property i-TeleCo.com Enters Into Strategic Relationship With Net Talk**

Business Wire

Wednesday, July 5, 2000 11:36 EDT

JOURNAL CODE: BW LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT

DOCUMENT TYPE: NEWSWIRE

WORD COUNT: 648

20000705

...data, Internet and wireless needs. The [www.i-teleco.com](http://www.i-teleco.com) site will be fully functional within 30 days .

Based in New York City's Silicon Alley, i-incubator.com identifies Internet and technology...

...of Micro General Corporation (OTC BB:

MGEN) and Fidelity National Financial (NYSE: FNF), for secure online escrow

services. Additional information is available at [www.i-incubator.com](http://www.i-incubator.com).

Net Talk, Inc. is dedicated...

**4/3,K/7 (Item 4 from file: 610)**

DIALOG(R)File 610:Business Wire  
(c) 2005 Business Wire. All rts. reserv.

00303734 20000619171B5050 (USE FORMAT 7 FOR FULLTEXT)  
**i-incubator.com's i-AutoAuction.com Becomes Affiliate Of Credit Check Facility QSpace.com**

Business Wire

Monday, June 19, 2000 13:45 EDT

JOURNAL CODE: BW LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT

DOCUMENT TYPE: NEWSWIRE

WORD COUNT: 693

20000619

TEXT:

i-AutoAuction.com To Launch Car Auction Site Within 30 Days

Internet incubator i-incubator.com, Inc. (OTC BB: INQU) today announced its wholly-owned subsidiary...

...apply for  
auto loans online. i-AutoAuction.com plans to launch its online car auction within 30 days .  
QSpace.com is a service owned by iPlace, Inc., a leading Internet Infomediary which provides...

...of Micro

General Corporation (OTC BB: MGEN) and Fidelity National Financial (NYSE: FNF), for secure online escrow services. Additional information is available  
at [www.i-incubator.com](http://www.i-incubator.com).

This release contains forward-looking...

**4/3,K/8 (Item 5 from file: 610)**

DIALOG(R)File 610:Business Wire  
(c) 2005 Business Wire. All rts. reserv.

00287055 20000524145B7868 (USE FORMAT 7 FOR FULLTEXT)  
**i-incubator.com's Property i-TeleCo.com Signs Strategic Agreement With Qwest Communications**

Business Wire

Wednesday, May 24, 2000 08:51 EDT

JOURNAL CODE: BW LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT

DOCUMENT TYPE: NEWSWIRE

WORD COUNT: 573

20000524

TEXT:

...full suite of voice and data products  
through its website at [www.i-teleco.com](http://www.i-teleco.com) within 30 days . Qwest products available from i-TeleCo.com include:

...of Micro

General Corporation (OTC BB: MGEN) and Fidelity National Financial (NYSE: FNF), for secure online escrow services. Additional information is available



at www.i-incubator.com.  
This release contains forward-looking...

4/3,K/9 (Item 6 from file: 610)  
DIALOG(R)File 610:Business Wire  
(c) 2005 Business Wire. All rts. reserv.

00245296 20000330090B5344 (USE FORMAT 7 FOR FULLTEXT)  
(FNF) iSolve.com Adds Transaction Security With New Partner Escrow.com;  
Escrow Services Bring a New Standard of Reliability to Surplus Marketplace  
Business Wire  
Thursday, March 30, 2000 15:02 EDT  
JOURNAL CODE: BW LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT  
DOCUMENT TYPE: NEWSWIRE  
WORD COUNT: 660

20000330

...role Escrow.com  
will play in the future of Internet commerce."

The services offered by escrow .com manage all the terms and conditions surrounding online transactions and greatly reduce the possibility of fraud for online buyers and sellers. Acting as a third party, escrow .com holds a buyer's money, ensuring all terms and conditions of the transaction are...  
...management. The company guarantees that all goods listed on its site will receive an offer within 30 days , and also offers a barter solution.

About Escrow.com

Escrow.com(TM), founded by Micro General Corporation (OTC: MGEN) and Fidelity National Financial (NYSE: FNF), offers comprehensive online transaction management services. Escrow .com provides online escrow and logistics tracking as well as other financial services for the Internet. Its architecture and ...

...platform  
with integrated transaction management solutions for business-to-business e-commerce as well as online auctions and exchanges. For more information,  
please visit: www. escrow .com.

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4/3,K/10 (Item 7 from file: 610)  
DIALOG(R)File 610:Business Wire  
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00016486 1999074B0244 (USE FORMAT 7 FOR FULLTEXT)  
Hosting Services Pioneer eGain Communications Further Expands Its

**Application Services Infrastructure for Online Customer Service**

Business Wire

Monday, March 15, 1999 11:48 EST

JOURNAL CODE: BW LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT

DOCUMENT TYPE: NEWSWIRE

WORD COUNT: 1,105

19990315

...up and running in 10 days,

" said Vince Gottman, director of customer support at i- Escrow Inc. (www.iescrow.com), the leading provider of online escrow and transaction management services. "Our support quality has improved significantly, and our customers recognize it...

...no

maintenance costs, eGain will set-up, configure, and maintain the eGain application for customers. Within days, support organizations can take advantage of the eGain Email Management System to increase customer satisfaction...

**4/3,K/11 (Item 1 from file: 613)**

DIALOG(R)File 613:PR Newswire

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00423860 20000927SFW030 (USE FORMAT 7 FOR FULLTEXT)

**eWanted Launches 'Deal Shield(TM)' Program**

PR Newswire

Wednesday, September 27, 2000 08:55 EDT

JOURNAL CODE: PR LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT

DOCUMENT TYPE: NEWSWIRE

WORD COUNT: 797

20000927

...been defrauded, and if so, provides the buyer with the seller's contact information. If within 30 days the buyer and seller cannot resolve the complaint offline, cynoSure Financial, a Lloyd's approved...

...and with cooperation from

both the buyer and seller, contacts the buyer with its results within 45 days .

eWanted offers the service free of charge to its registered members.

The eWanted Deal Shield...

...payment

method for its members, giving sellers with a safe way to collect payments globally online without the fraud and charge-back risks.

i- Escrow also gives buyers the opportunity to inspect their merchandise.

-- Guaranteed Customer Support: eWanted's customer...

**4/3,K/12 (Item 2 from file: 613)**

DIALOG(R)File 613:PR Newswire

(c) 2005 PR Newswire Association Inc. All rts. reserv.

00340155 20000523NYTU042 (USE FORMAT 7 FOR FULLTEXT)

**Thomas Food Industry Register Partners with iSolve.Com to Expand Online B2b Services for Buyers And Sellers**

PR Newswire

Tuesday, May 23, 2000 08:31 EDT

JOURNAL CODE: PR LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT

DOCUMENT TYPE: NEWSWIRE

WORD COUNT: 446

20000523

...com is its guarantee that all goods listed on its site will receive an offer within 30 days . If a listee's product is not sold, iSolve.com agrees to make an offer...

...countries through North America, Europe and Asia. iSolve.com also provides secure escrow services through escrow .com(TM) (a division of Micro General Corporation and the online affiliate of Fidelity National Title Company).

Buyers and sellers can access iSolve.com directly from...

**4/3,K/13 (Item 3 from file: 613)**

DIALOG(R)File 613:PR Newswire

(c) 2005 PR Newswire Association Inc. All rts. reserv.

00302357 20000330LATH071 (USE FORMAT 7 FOR FULLTEXT)

**Escrow.Com Partners with iSolve.Com to Provide Secure E-Commerce Transactions**

PR Newswire

Thursday, March 30, 2000 15:00 EST

JOURNAL CODE: PR LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT

DOCUMENT TYPE: NEWSWIRE

WORD COUNT: 681

20000330

TEXT:

Escrow .com(TM) and its operating subsidiaries, collectively providing comprehensive online transaction management services, today announced it has partnered with iSolve.com, one of the premier...

...and capacity, to provide secure escrow services for its e-commerce transactions.

With this alliance, escrow .com will provide its online escrow managed transaction technology as part of iSolve.com's MerchantPlus(TM) services offering, providing a...

...the 150 years of escrow experience of its affiliate, Fidelity National."

The services offered by escrow .com manage all the terms and conditions

surrounding online transactions and greatly reduce the possibility of fraud for iSolve's online buyers and sellers. Acting as a secure third party intermediary, escrow .com will hold the buyer's money, ensuring all terms and conditions of the transaction...

...Micro General Corporation (OTC Bulletin Board: MGEN) and Fidelity National Financial (NYSE: FNF), offers comprehensive online transaction management services. Escrow .com operating subsidiaries provide online escrow and logistics tracking as well as other financial services for the Internet. Its architecture and... platform with integrated transaction management solutions for business-to-business e-commerce as well as online auctions and exchanges.

For more information, please visit: [www.escrow.com](http://www.escrow.com).

About iSolve.com

Headquartered in Stamford, CT, iSolve.com actively matches buyers and sellers...

...management. The company guarantees that all goods listed on its site will receive an offer within 30 days, and also offers a barter solution at a customer's request.

This press release contains...

...pdwight@escrow.com; or Steve Chesterman of neoBrands.com, 949-863-3212, [stevec@neobrand.com](mailto:stevec@neobrand.com)  
Web site: <http://www.iSolve.com>  
Web site: <http://www.escrow.com>

4/3,K/14 (Item 4 from file: 613)  
DIALOG(R) File 613:PR Newswire  
(c) 2005 PR Newswire Association Inc. All rts. reserv.

00302343 20000330LATH070 (USE FORMAT 7 FOR FULLTEXT)  
**Micro General Announces That Escrow.Com Has Partnered with Isolve.Com to Provide Secure E-Commerce Transactions**  
PR Newswire  
Thursday, March 30, 2000 14:28 EST  
JOURNAL CODE: PR LANGUAGE: ENGLISH RECORD TYPE: FULLTEXT  
DOCUMENT TYPE: NEWSWIRE  
WORD COUNT: 865

20000330

TEXT:

...premier Internet sites for buyers and sellers of surplus inventory and capacity, to provide comprehensive online transaction management services.

With this alliance, escrow .com will provide its online escrow managed transaction technology as part of iSolve.com's MerchantPlus(TM) services offerings, providing a...

...the 150 years of escrow experience of its affiliate, Fidelity National."

The services offered by escrow .com manage all the terms and conditions surrounding online transactions and greatly reduce the possibility of fraud for iSolve's online buyers and sellers. Acting as a secure third party intermediary, escrow .com will hold the buyer's money, ensuring all terms and conditions of the transaction...

...management. The company guarantees that all goods listed on its site will receive an offer within 30 days, and also offers a barter solution at a customer's request.

This press release contains...

4/3,K/15 (Item 1 from file: 148)

DIALOG(R)File 148:Gale Group Trade & Industry DB  
(c)2005 The Gale Group. All rts. reserv.

12239169 SUPPLIER NUMBER: 62813317 (USE FORMAT 7 OR 9 FOR FULL TEXT)

**Electronic Commerce: Processor Camps Clash in Person-to-Person Payment. (Brief Article)**

Ptacek, By Megan J.

American Banker, 165, 103, 14

May 30, 2000

DOCUMENT TYPE: Brief Article ISSN: 0002-7561 LANGUAGE: English

RECORD TYPE: Fulltext

WORD COUNT: 973 LINE COUNT: 00077

TEXT:

...burgeoning person-to-person market. Propay has been testing its system for the last 45 days and expects to have 10,000 to 40,000 accounts within the next 30 days, said Bruce Wilkes, president of Propay. The company is targeting online auction sites and has...

...account sponsored by MasterCard. TradeSafe.com, which has an alliance with FleetBoston Financial, provides an escrow service so consumers can accept credit card payments online. Billpoint.com, owned by eBay and Wells Fargo & Co., lets sellers accept credit card payments...

20000530

4/3,K/16 (Item 2 from file: 148)

DIALOG(R)File 148:Gale Group Trade & Industry DB  
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11901094 SUPPLIER NUMBER: 60959424 (USE FORMAT 7 OR 9 FOR FULL TEXT)

**iSolve.com Adds Transaction Security With New Partner Escrow.com; Escrow Services Bring a New Standard of Reliability to Surplus Marketplace.**

Business Wire, 1556

March 30, 2000

LANGUAGE: English      RECORD TYPE: Fulltext  
WORD COUNT: 677      LINE COUNT: 00061

... merchandising, settlement, and logistic services that make it possible for buyers and sellers complete transactions online .

"As we have extended our escrow technology to the Internet, and the business-to-business market continues to expand with new...

...role Escrow.com will play in the future of Internet commerce."

The services offered by escrow .com manage all the terms and conditions surrounding online transactions and greatly reduce the possibility of fraud for online buyers and sellers. Acting as a third party, escrow .com holds a buyer's money, ensuring all terms and conditions of the transaction are...

...management. The company guarantees that all goods listed on its site will receive an offer within 30 days , and also offers a barter solution.

About Escrow.com

Escrow.com(TM), founded by Micro General Corporation (OTC: MGEN) and Fidelity National Financial (NYSE: FNF), offers comprehensive online transaction management services. Escrow .com provides online escrow and logistics tracking as well as other financial services for the Internet. Its architecture and...

...platform with integrated transaction management solutions for business-to-business e-commerce as well as online auctions and exchanges. For more information, please visit: [www.escrow.com](http://www.escrow.com).

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20000330

4/3,K/17      (Item 1 from file: 20)

DIALOG(R)File 20:Dialog Global Reporter  
(c) 2005 The Dialog Corp. All rts. reserv.

11640040 (USE FORMAT 7 OR 9 FOR FULLTEXT)

**Business This Week 1: Online sales bring business and art together - Irish art may be making headlines as prices escalate, but if you plan on making an art purchase online beware, writes Pol O Conghaile**

IRISH TIMES, p59

June 23, 2000

JOURNAL CODE: FIRT      LANGUAGE: English      RECORD TYPE: FULLTEXT

WORD COUNT: 1339

(USE FORMAT 7 OR 9 FOR FULLTEXT)

... restated eBay's central 'buyer beware' sales clause.

The painting, he said, 'requires full payment within seven days of the auction, in advance of delivery to the buyer, and is sold as described

...

...status denied.'

In cases where high-value items are involved, users are encouraged to use ' Escrow ' - an online mediator, which, for a 6 per cent fee, takes control of the item and the...

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4/3,K/18 (Item 2 from file: 20)

DIALOG(R)File 20:Dialog Global Reporter  
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03599326 (USE FORMAT 7 OR 9 FOR FULLTEXT)

**Akron Beacon Journal, Ohio, Money Watch Column**

Sheryl Harris, Akron Beacon Journal, Ohio

KRTBN KNIGHT-RIDDER TRIBUNE BUSINESS NEWS (AKRON (OHIO) BEACON JOURNAL)

November 30, 1998

JOURNAL CODE: KABJ LANGUAGE: English RECORD TYPE: FULLTEXT

WORD COUNT: 767

(USE FORMAT 7 OR 9 FOR FULLTEXT)

... which requires goods to be delivered by the promised time or, if none was stated, within 30 days .

Check the cancellation and return policy.

Find out about warranties and service.

Print out any...

... because you can dispute the charges if the goods are misrepresented or never arrive. Some online auctions provide escrow services that will hold the money until you OK the goods. Or you can try...

19981130

?

Set	Items	Description
S1	147319	(DAY? ? OR WEEK? ? OR MONTH? ? OR YEAR? ?) (30N) ((DELIVER- ??? OR SHIP?????) (6N) (TIME OR PERIOD))
S2	47	S1 (S) (SCRUTIN?????? OR EXAMIN?????? OR INSPECT?????) (1- 0N) (MERCHANDISE OR GOODS)
S3	47	S1 AND S2
S4	33	RD S3 (unique items)
S5	16	S4 AND PY<2000
?		



Ping-fat, Sze

Purchasing & Supply Management PP: 15-18 Feb 1994 ISSN: 0309-7242

JRNL CODE: PSU

DOC TYPE: Journal article LANGUAGE: English LENGTH: 4 Pages

WORD COUNT: 3473

**ABSTRACT:** Article 3(6) of the Hague Rules assumed that the carrier had delivered the goods in the same apparent good order as when they were received unless he or his agent was notified in writing of the loss or damage - where such deficiency was apparent - at the time of the removal of the goods. The serving of such notice was dispensed with, however, where the defective goods had been subject to the joint survey or inspection of the parties at the time when they were handed over to the consignee. Similar provisions are found in the Hamburg Rules which, nonetheless, allow more time for the service of a notice of loss or damage. In short, where the defect is apparent, such notice should be given to the carrier, actual carrier, or a person acting on behalf, including the master or the officer in charge of the ship not later than the day following delivery to the consignee or, where the delivery has been delayed, within 60 consecutive days after delivery, or within a period of 15 consecutive days in other cases. Where the shippers' liability is at issue, his fault or neglect is prima facie unless the carrier or actual carrier gives notice to him or his agent not later than 90 consecutive days after the occurrence of such loss or damage or after the delivery of the goods, whichever is later.

**TEXT:** Article 3(6) of the Hague Rules assumed that the carrier had delivered the goods in the same apparent good order as when they were received unless he (or his agent) was notified in writing of the loss or damage - where such deficiency was apparent - at the time of the removal of the goods (or within 3 days if it was latent).

The serving of such notice was dispensed with, however, where the defective goods had been subject to the joint survey or inspection of the parties at the time when they were handed over to the consignee.

Similar provisions are found in the Hamburg Rules which, nonetheless, allow more time for the service of a notice of loss or damage. In short, where

the defect is apparent, such notice – which has to be in writing and refers to the general nature of the loss or damage – should be given to the carrier, actual carrier or 'a person acting on the carrier's or the actual carrier's behalf, including the master or the officer in charge of the ship' (art 19(8)) not later than the day following delivery to the consignee or, where the delivery has been delayed, within 60 consecutive days after delivery, or within a period of 15 consecutive days (regardless of holiday) in other cases (arts 19(2) & (5)).

Where the shipper's liability is at issue, his fault or neglect is prima facie displaced unless the carrier or actual carrier gives notice to him or his agent 'not later than 90 consecutive days after the occurrence of such loss or damage or after the delivery of the goods...whichever is later' (art 19(7)).

#### LIMITATIONS OF ACTIONS

Having served notice on the other party, the claimant was required by the Hague Rules (art 6) to bring 'suit' within one year calculated from the date of delivery (not discharge), or the date when the goods ought to have been delivered (if they were not delivered). (NB 'Suit' refers 'to the issue of proceedings and not to the service upon the defendant' (Van Leer Australia v Palace Shipping (1981) 34 ALR 3, 6). An action not based on the carriage contract was not subject to the time-limit (Nisho Twai Australia v Malaysian International Shipping (1989) 167 CLR 219, 220), which operated as a contractual time bar to extinguish the claim and not merely to bar the remedy (The Aries [1977] 1 LIR 334, 336).

Whilst the one-year period might be extended by mutual agreement, negotiations between the carrier and the claimant were not deemed a waiver of the time limit (contrast the position on the Continent where an offer to settle a dispute could nonetheless be valid even if made after the time limit).

Whether an arbitration was covered by the provisions of the Hague Rules (which referred to 'suit') was unclear. In The Merak [1964] 2 LIR 283, 292, Mr Justice Scarman (as he then was) answered the question in the positive.

His Lordship's view was confirmed by the Court of Appeal with the result that the time limit could not be extended in the absence of 'undue hardship'. The position is now clarified by article 20(1) of the Hamburg Rules which specifically applies to 'judicial or arbitral proceedings', and since 'the defences and limits of liability provided for in this Convention apply...whether the action is founded in contract, in tort, or otherwise' (art 7) (i); see also the reference to 'any action' in art 20(i); The *Makefjell* [1967] LIR 29, 33), all claims are now subject to the same time limit which has been extended to two years 'commenc(ing) on the day on which the carrier had delivered the goods or part thereof or, in cases where no goods have been delivered, on the last day on which the goods should have been delivered' (art 20(2)).

The fact, for example, that the delay, loss or damage has been caused by an intentional or a reckless act will only deprive the carrier of the benefit of limiting liability under article 8(1).

As to claims for general average, article 24(2) of the Hamburg Rules renders the time limit inapplicable. This has removed the uncertainties over the applicability of the Hague Rules to claims for general average and salvage. In the past, claims from shippers were treated differently from those from shipowners. In the former case, a shipper who paid salvage under security in favour of the salvor would have to seek recourse within the time limit (contrast a shipowner claiming for salvage or general average).

That said, it is clear that notwithstanding an action is 'time-barred' once the period of two years elapses (art 20(1)), the time limit may be extended – before the period expires – by a written declaration of the person against whom the action is taken (art 20(4)). Also, where an action for indemnity is taken by a carrier against the on-carrier, the time limit as allowed by national law (which shall not be less than 90 days following the day of the carrier settling the claim or being served with process) will prevail over the two-year rule (art 20(5)), cf the Hague Rules, art 3 (6bis)).

## JURISDICTION

Very often, a clause is inserted into the bill of lading specifying the place where proceedings may be started in respect of a dispute arising out of the transaction (eg the country where the carrier had his principal place of business).

The Hague Rules were silent on the validity of such clauses (contra the Australian Carriage of Goods by Sea Act 1924, s9).

In Belgium, a jurisdiction clause was invalid if it tended to exclude such liability (eg the application of the Hague Rules) as might otherwise be relevant under Belgian law (JPA (1960) 323, Antwerp ComCt, 8 March 1960). Similarly, the US courts would 'invalidate any contractual provision in a bill of lading for a shipment to or from the United States that would prevent cargo able to obtain jurisdiction over a carrier in an American Court from having that Court entertain the suit and apply the substantive rules Congress had prescribed' (The Ranborg [1967] 2 LIR 101, 105).

It was stated in *Kranger v Pennsylvania Rail* 2 Cir 1949 174 F 2d 2556 that 'Courts have very long looked with strong disfavour upon contracts by which a party surrenders resort to any forum which was lawfully open to him...In truth,...,today at least, [however] there is [not] an absolute taboo against such contracts at all'; in the words of the Restatement, they are invalid only when unreasonable...'.

But 'mere inconvenience or additional expense is not the test of unreasonableness. The plaintiff cannot prevail in derogation of the forum clause if the stipulated forum is available and can render substantial justice to him.' (*Muller v Swedish American Lines* 2 Cir 1955 224 F 2d 806).

Thus, in *Muller* (supra), where a Swedish vessel carrying cargo from Sweden to Philadelphia was lost at sea, a clause in the bill of lading providing for the settlement of all disputes in Sweden under Swedish law was upheld on the grounds that the party who challenged it had failed to prove that the clause was either unreasonable or prohibited by statute. Clearly, the international nature of the transaction, the availability of an adequate remedy and the convenience of the forum are relevant factors (see also *The Gottingen* [1964] 2 LIR35, 37). And '(a)cceptance of the prima facie validity

of forum clauses has these advantages: (1) it vitiates the legal fiction of ouster; (2) it reinforces the principle of party autonomy; and (3) it gives discretion to the trial judge who may weigh all the equities. Since the Muller test is basically one of discretion, there is always the danger of abuse, especially from jurists who wish to assure to parties who reside within their jurisdiction an open court. On balance, however, the Muller test is sound, and it is difficult to imagine any court long rejecting a criterion which is universally referred to as the 'reasonableness' test.' (The Chaparral [1971] 2 LIR 348, 351)

The English courts take a generous view on the issue. In *The Eleftheria* [1969] 1 LIR 237 – where the country in which the carrier had his principal place of business was named the country having jurisdiction – Mr Justice Brandon made the following comments:

'(1) Where plaintiffs sue in England in breach of an agreement to refer disputes to a foreign Court, and the defendants apply for a stay, the English Court, assuming the claim to be otherwise within the jurisdiction, is not bound to grant a stay but has a discretion whether to do so or not. (2) The discretion should be exercised by granting a stay unless strong cause for not being so is shown. (3) The burden of proving such strong cause is on the plaintiffs. (4) In exercising its discretion, the court should take into account all the circumstances of the particular case. (5) In particular, but without prejudice to (4), the following matters may be properly regarded: (a) In what country the evidence on the issues of fact is situated or more readily available, and the effect of that on the relative convenience and expense of trial as between the English and foreign Courts. (b) Whether the law of the foreign Court applies and, if so, whether it differs from English law in any material respects. (c) With what country either party is connected, and how closely. (d) Whether the defendants genuinely desire trial in the foreign country, or are only seeking procedural advantages. (e) Whether the plaintiffs would be prejudiced by having to sue in the foreign Court because they would (i) be deprived of security for that claim; (ii) be unable to enforce any judgment obtained; (iii) be faced with a time-bar not applicable in England; or (iv) for political, racial, religious or other reasons be unlikely to get a fair trial.' (p 242; see also *The Spiliada* [1987] 1 LIR 1, 13-15)

Turning to the Hamburg Rules, well, a wide option is available to the parties, so much so that an action may be brought in any of the following places (art 21; cf the European Judgments Convention 1968, arts 5, 17, 53, 57):

1 the principal place of the carrier's business (or his habitual residence)

2 the place where the contract was made 'provided that the defendant has there a place of business, branch or agency through which the contract was made'

3 the port of loading

4 the port of discharge

5 the agreed place in the contract

6 the place where the vessel has been arrested.

The jurisdictional rules are intended to prevent the carrier interest from imposing its choice of forum on the cargo interest. A number of points are noteworthy, however. First, the 'principal place of business' is not necessarily 'the place where most of the business is carried out' but always the place where 'central management and control is exercised' (see *The Rewia* [1991] 2 LIR 325 & 335). Secondly, the place of contract and the port of loading may be the same. Thirdly, the 'place of residence' or 'place of business, branch or agency' may not be readily ascertained in practice. Fourthly, the parties may, after a dispute has arisen, designate the place – not necessarily a place referred to above – where proceedings may be instituted (art 21 (5)). Lastly, a shipper may now arrest the vessel on grounds of damage to or loss of the cargo notwithstanding this is not allowed by the International Convention Relating to the Arrest of Sea-going Ships 1952.

Article 21 (2) provides for the founding of jurisdiction in the place of arrest and the removal of the action to one of the other places as

specified above on the carrier furnishing adequate security for the payment of any judgment that may subsequently be awarded to the claimant in the action. It should be noted that any vessel (other than the one involved in the loss of or damage to the goods) belonging to the carrier may be arrested (see *The EvPo Agnic* [1988] 1 WLR 1090, 1096; *The Mawan* [1988] 2 LIR 459, 461-2). Where the internal law of a state provides a power of arrest but not also the power to adjudicate on the merits, that deficiency is now resolved by the Hamburg Rules. (NB the Rules and the Arrest Convention are not mutually exclusive in application.)

It should be noted that, although an action may be taken in any of the above places, no duplicate proceedings are allowed a propos. The principle of *lis alibi pendens* is repeated – albeit quite superfluously – in article 21 (4) which prohibits the pursuance of two legal actions 'between the same parties on the same ground' (cf *The European Judgments Convention*, arts 21 & 22 re: 'same object' and 'related action'). The actions will nevertheless be treated as one and the same if the causes of action involve the same subject matter albeit different parts of it (*The Indian Grace* [1992] 1 LIR 124, 132). Seemingly, the prohibition applies where the first action has been brought before a competent court (in terms of article 21 *supra*) for adjudication on the merits. It has no relevance, however, where the judgment pronounced is not enforceable in the country in which new proceedings are being brought.

## ARBITRATION

The bill of lading may also contain an 'arbitration' clause whereby the parties agree to submit present or future differences to arbitration whether an arbitrator is named therein or not (see also the Arbitration Act 1950, s 32; the Arbitration Act 1975, s 7).

Such a clause may take the form of a reference to a charterparty which may itself provide for arbitration, without repeating verbatim the clauses of the charterparty. Is such a brief reference sufficient to incorporate in the bill of lading, the arbitration clause found in the charterparty? In *Russel v Niemann* (1864) 34 LJCP 10, where the bill referred to the 'freight for the said goods and all other conditions as per charter-party', it was

held that the 'conditions' were those related to the 'conditions to be performed by the person who receives the goods at the port of discharge' such as the ship owner's right to deadfreight and demurrage but not also the exception, cesser or arbitration clauses.

In other words, the reference is limited to those terms in the charterparty relating to the 'shipment or carriage or delivery or the terms upon which delivery is to be made or taken' (Thomas v Portsea (1912) AC 1; see also The Merak *supra*).

The point is that the holder of a bill of lading cannot reasonably be expected to know the terms of a charterparty. Thus 'if it is desired to put upon (him) an obligation to arbitrate because that obligation is stated in the charterparty, it must be done explicitly'. (Thomas v Portsea *supra*, 6; see also The San Nicholas [1967] 1 LIR 8: parts of the incorporation clause in the bill were left in blank).

A more liberal approach is adopted on the other side of the Atlantic. Thus a general clause subjecting the bill to all terms, conditions and exceptions of a charterparty suffices to incorporate in the bill, an arbitration clause of the charterparty.

To play safe, however, it is suggested that specific words should always be used referring to the issue of arbitration (eg its scope and extent) and the relevant paragraph(s) in the charterparty.

Where the conditions of a charterparty turn out to be inconsistent with those in the bill of lading, the latter takes precedent (Thomas v Portsea, *supra*, 1 & 11). On the other hand, where the time limit contained in the arbitration agreement differs from that provided by the Hague Rules, the latter prevails (The Ion [1971] 1 LIR 541, 544; but see Lowry v ss Le Moyne D'Iberville (1966) AMC 2195).

All in all, the Hamburg Rules do not substantially change the position. Article 22 requires that an agreement for arbitration be made in writing – either before or after the dispute – and that the arbitration clause be specifically worded in the bill so that a holder in good faith is bound



thereby.

The arbitration proceedings may be conducted in the place of the carrier's business, the place where the contract was made, the port of loading, the port of discharge or the place as agreed in the contract.

## CONFLICT OF LAWS

Contracting states were to implement the Hague Rules (or Brussels Protocol) through the enactment of 'appropriate' legislation. In other words, the relevant national law might differ from the Rules (apart from any express reservation). Thus, the Rules were held to apply to outward bills alone in the UK but to both inward and outward bills in the US regardless of whether the states at issue were contracting (or acceding) parties or not.

The Rules formed part of the domestic law of the forum. But it did not follow that they would be applied in all cases because the 'proper law' of the contract might, for example, require that the law of another state (not having incorporated the Rules) be applied (see *The Komninos S* [1991] 1 LIR 370: English law as the law of the forum applied Greek law). Further problems would arise where the application of the Rules were subject to the forum rules as enacted domestically (contra the Australian Carriage of Goods Act, s 9; Scrutton on Charterparties (19th ed) pp 418). Thus, where the court did not possess – or had declined to exercise – jurisdiction on the merits under domestic law, the proceedings as started by arrest would, for example, have no prospect of being terminated, say, because security could not be retained under domestic law on the transfer of proceedings elsewhere (*The Golden Trader* [1974] 1 LIR 378, 384-5). The domestic rules of procedure (or interpretation) could also, for instance, displace the Hague provisions on the limitation of actions (see *Marubeni v Pearlstone Shipping*, *The Times*, 29 June 1977; see also the different interpretations accorded to the limitation of liability 'per package'; contra *The Jay Rola* [1922] 2 LIR 62 (the doctrine of relation back was not part of English procedural law)).

Where the forum did not regard its own enactment as mandatory, however, the Rules might be applied through express incorporation or the operation of

the 'proper law' (*Vita Foods Products v Unus Shipping* [1939] 63 LIR 21, 32; but see *The Morviken* [1983] 1 LIR 1, 9).

The result was thus highly undesirable. Arguably, the selection of a forum should not affect the application of the rules and by extension the recognition and enforcement in one state of a judgment (or an award) given by the court (or an arbitrator) or another.

The Hamburg Rules require all contracting states to 'apply the provisions of this Convention' and no reservations are permitted (arts 29 & 30; the nationality of the ship or any interested party is quite irrelevant (art 2(2); cf the Brussels Protocol, art 5)). But there are certain areas on which the Rules remain silent. For example, the proprietary characteristics of a bill of lading are not defined. Nor are there provisions for the recognition and enforcement of judgments or awards among the contracting (or acceding) states. Naturally, national rules continue to apply in these areas (see *The Siskina* [1977] 3 AER 803 (the grant of interim relief); contra the CMR on the issues of *res judicata* and 'mutual enforceability').

## CONCLUSION

The Hamburg Rules - like their predecessor - contain jurisdiction clauses but not also rules on the choice of law. Consequently, the code applies substantively only where the 'proper law' or the transaction so demands.

Even in areas covered by the rules, however, domestic law continues to play a part. Thus, in cases of arrest to found jurisdiction on the merits, the provisions of state law apply first because the arrest is effected within territorial waters and secondly because the subsequent production of security and transfer of proceedings to another jurisdiction are matters of procedural law regulated by the *lex fori*. Also, a court may, of its own motion, decline to exercise the jurisdiction that the Rules have vested in it. On the other hand, since a litigant is given a choice on the place in which his case may be heard, 'forum shopping' is not eradicated.

The Rules are also silent on the recognition and enforcement of judgments or awards. Again, inspiration would have to be drawn from conflict rules or

assistance sought from international conventions (such as the European Judgments Convention) whose application is expressly preserved by article 25.

Sze Ping-fat is a consultant to Messrs Norman MK Yeung & Co, solicitors, of Hong Kong. Previous articles in this series appeared in P&SM October and December 1993

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...ABSTRACT: such deficiency was apparent - at the time of the removal of the goods. The serving of such notice was dispensed with, however, where the defective goods had been subject to the joint survey or inspection of the parties at the time when they were handed over to the consignee. Similar provisions are found in the Hamburg Rules which, nonetheless, allow

...

...the carrier, actual carrier, or a person acting on behalf, including the master or the officer in charge of the ship not later than the day following delivery to the consignee or, where the delivery has been delayed, within 60 consecutive days after delivery, or within a period of 15 consecutive days in other cases. Where the shippers' liability is at issue, his fault or neglect is prima facie unless the carrier or actual carrier gives notice...

...TEXT: s or the actual carrier's behalf, including the master or the officer in charge of the ship' (art 19(8)) not later than the day following delivery to the consignee or, where the delivery has been delayed, within 60 consecutive days after delivery, or within a period of 15 consecutive days (regardless of holiday) in other cases (arts 19(2) & (5)).

Where the shipper's liability is at issue, his fault or neglect is prima facie...

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**Verifying That Imports Meet the Buyer's Requirements**

Kumar, B. D.

International Trade Forum v23n2 PP: 22-25 Apr-Jun 1987 ISSN: 0020-8957

JRNL CODE: ITF

DOC TYPE: Journal article LANGUAGE: English LENGTH: 4 Pages

**ABSTRACT:** Imported products must be tested and inspected in order to assure that they meet the quality and quantity requirements of the sales contract. The inspection clause generally provides for in-process and acceptance inspection. Options open to the buyer who discovers defects during inspection include: 1. rejection of the goods, 2. refusal to accept the goods, 3. demand for replacement goods, and 4. demand to correct or remove the goods. In many procurement contracts, the supplier is required to establish a quality-assurance program. Most sets of general conditions in sales contracts provide for a "warranty" clause, in which the supplier undertakes to remedy latent defects that appear during a specified period after delivery of the goods or completion of the plant. It is doubtful whether a one-year warranty period is satisfactory protection to the buyer against faulty design. Independent commercial testing and inspecting services are available to both buyers and sellers. It is unclear to what extent independent inspection agencies can be held liable for faulty inspections. Some independent inspection agencies will assume liability for indemnity in the case of defects.

...**ABSTRACT:** requirements of the sales contract. The inspection clause generally provides for in-process and acceptance inspection. Options open to the buyer who discovers defects during inspection include: 1. rejection of the goods, 2. refusal to accept the goods, 3. demand for replacement goods, and 4. demand to correct or remove the goods. In many procurement contracts, the...

...of general conditions in sales contracts provide for a "warranty"

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5/7,K/6 (Item 1 from file: 476)

DIALOG(R)File 476:Financial Times Fulltext

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0003034376 B06BYAQACIFT

Survey of Nigeria (18): Shortage of raw materials / Prospects for industry

PETER BLACKBURN

Financial Times, Section U. ED, P XI

Monday, February 24, 1986

TEXT:

Nigerian industry continues to limp along slowed down by a shortage of raw materials and spare parts and with the ingenuity of managers increasingly stretched in order to maintain profits despite a sharp decline in turnover and rapidly shrinking stocks.

A particularly painful situation in Nigeria's Cross River State adjoining the Cameroun border was recently highlighted by the 38-year-old military governor, Colonel Dan Archibong.

The Calabar Cement Company, one of the country's most modern, is virtually closed due to a shortage of spare parts and import licences. The Asbestonic water pipe factory is 'on its knees' because the state government has no money for any water supply schemes. Some N 3.5 m provided to the state plywood company Seromwood in 1983 has 'vanished into thin air' and it now does not even have a saw.

Elsewhere, the future remains highly uncertain as factories grind to a halt after running out of raw materials and spare parts pending the issue of the

first batch of 1986 import licences expected by the end of February. Some managers have chosen to reduce shifts and scale down production in order to remain in operation.

Even if new import licences are issued shortly and letters of credit can be confirmed many factories will not be able to restart production until June due to the time taken to order, inspect, ship and clear goods through Lagos port.

'It will be another very difficult year with the first six months extremely sluggish as there are practically no stocks to carry over,' says Manafuacturers Association of Nigeria's (MAN), executive director, Mr Oduapo Fafowara.

'It will take another five years before debt service becomes more manageable and greater government resources can be released for productive investment,' he adds.

Meanwhile little new investment can be expected given political uncertainties, foreign exchange constraints, Government regulations and poor infrastructure.

Industry is currently operating at only about 30 per cent capacity, according to industry estimates. This compares with 44 per cent during the first half of 1985, according to a Central Bank of Nigeria survey.

Amidst the general gloom and inactivity it is perhaps surprising to learn that real GDP rose 2.4 per cent in 1985 compared with a 5.5 per cent decline the previous year.

Out put rose 12.1 per cent during the first six months of 1985 as a result of the extension of unused 1984 licences and increased allocations. It also reflected extra power supplies to industry and greater consumption of local raw materials, according to the Central Bank.

Growth was mainly in the agricultural, petroleum and manufacturing sectors. The most buoyant industries were brewing and soft drinks, grain milling, soap and detergents, chemicals and textiles even though the supply of

import licences fell far short of demand.

And in the 1986 budget speech Major General Ibrahim Babangida said that the Government aimed to raise industrial output to 55 per cent of capacity.

To this end manufacturing industry will be given second priority, after agricultural chemicals and spare parts, in the allocation of licences to import raw materials and spare parts.

President Babangida added that Government policy was designed to 'restructure and diversify' the economy so as to reduce dependence on oil and imports.

Another budget theme was the privatisation of public enterprises judged to represent an 'unnecessarily high burden on Government resources.' Government subsidies will be reduced by at least 50 per cent and public enterprises will be expected to raise the balance of their financial requirements through increased tariffs and rates.

The Government is to sell its holdings in agricultural production, hotels, breweries, distribution, electronics and all non-strategic industries.

The First Bank of Nigeria points in a report to the 'staggering inefficiency' in the use of public sector funds. The government invested N 23 bn in public enterprises over six years but received an equity return of under 10 per cent which is less than the interest on a savings account.

In addition the government provided subsidies of N 11.5 bn to public enterprises over the same period.

While praising privatisation as a 'commendable bold step' MAN says that emphasis should be placed on improved financial management, collection of bills and operational efficiency rather than increased charges and tariffs.

Reviewing the 1986 budget, Mr Fafowara expressed approval at a 'theoretical' level while stressing the need for its proper 'implementation.' Previous budgets have often been full of good intentions which were subsequently never fulfilled.

Mr Fafowara complained, however, about certain harmful, short-term inflationary effects as well as policy contradictions in the budget.

The 50 per cent reduction in the petroleum subsidy will result in higher transport costs though the revenue saved is intended to finance the construction of 60,000 kms of rural feeder roads and quicker supply of food to urban markets. There is regret that the diesel subsidy was not kept because of its importance for industry.

Similarly the 30 per cent import levy combined with the 5-15 per cent Recovery Fund levy, cut in subsidies to public enterprises and depreciation of the naira are also seen as inflationary.

The import levy is seen as a particularly heavy burden for small manufacturers with limited financial resources and should be regarded as a short-term measure. It is also regretted that the import levy makes no distinction between imports of consumer and capital goods.

MAN has this year been brought in by the government to advise on the allocation of input licenses in a move intended to curb the 'malpractices and distortions' of the past.

Another welcome move has been the increased foreign exchange allocation for private sector imports. It has been raised to N 5.1 bn in 1986 from a combined public and private sector quota of N 4.5 bn in 1985 and represents 55 per cent of the country's projected N 9.0 bn foreign exchange earnings this year.

There is some concern, however, that there is no breakdown between agricultural and industrial inputs which may make the 55 per cent utilisation of industrial capacity target difficult to achieve.

MAN is also concerned that licenses not valid for foreign exchange have been issued 'indiscriminately to virtually all comers and for all manner of imports.'



'Spawned by and further sustaining the black market in foreign exchange, this new development is bound further to worsen the destabilisation of the exchange rate (value) of the naira,' according to MAN.

It urges that such licences be issued only for priority imports like 'medicaments, pesticides, raw materials, spare parts and agricultural equipment.'

Mr Fafowara says that certain budget projections, notably those concerning oil revenue and the increase in non-oil export earnings, were 'unrealistic.'

Oil prices have already fallen below the 'conservative' budget estimate of dollars 20 a barrel while high production costs have been further inflated by the budget and a continued shortage of raw materials will make it difficult to generate sufficient output for export.

While entirely approving the package of export incentives manufacturers are concerned about how it will be implemented. The 'creaky wheels' of government bureaucracy should not be allowed to frustrate the 'noble intentions' of the export programme. Export procedures must be 'streamlined and simplified' and the 'maze of cumbrous documentation' eliminated.

Although the naira has depreciated by over 30 per cent in the past two years it still needs to devalue a 'lot more' before Nigerian exports will be competitive, according to Mr Fafowara. But he said that a 'crawling' rather than a 'sudden and massive' devaluation was more acceptable.

Manufacturing accounts for only about 8 per cent of GDP and less than 1 per cent of exports though its share in employment is 14 per cent. Industrial activity is concentrated in the production of relatively simple import substitutes, mainly consumer goods. Foreign investment was estimated at dollars 6.75 billion in 1980, mostly in the mining and manufacturing sectors.

Government policies have in the past provided heavy protection and encouraged the development of high cost industries with little linkage to

domestic resources. The collapse of the world oil market and consequent shortage of foreign exchange prompted the Government to urge industry to reduce its 70 per cent dependence on imported raw materials.

MAN points out, however, that the switch to local sourcing is a long-term process and in the meantime industry must be given the means - the import licences - to survive.

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1986

...licences are issued shortly and letters of credit can be confirmed many factories will not be able to restart production until June due to the time taken to order, inspect, ship and clear goods through Lagos port.

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'It will...

5/7,K/7 (Item 1 from file: 636)

DIALOG(R)File 636:Gale Group Newsletter DB(TM)

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02147922 Supplier Number: 44016116 (THIS IS THE FULLTEXT)

Document imaging helps parcels carrier UCL bring in new business  
Business Computing Brief, pN/A

August 4, 1993

TEXT:

United Carriers Ltd (UCL), part of the United Carriers International group, entered the parcels business in a big way in 1988 when it began installing IBM AS/400 computers at its depots and headquarters. Its latest innovation - using image processing to provide a quick response to customer enquiries

— is bringing in new business.

Martin Pollard, UCL computer services director, explains: "We put an IBM AS/400 into each of our 20 depots, along with an AS/400 at our Wellingborough, Northants headquarters. The whole thing was installed by 1990. These AS/400 mid-range machines were linked to each other and to the headquarters AS/400 via an X.25 network, enabling the collection depot to talk to the delivery depot for any movement of goods."

The AS/400 was chosen particularly because of its networking capabilities. As some communications software is built into the operating system, networking becomes easier and more cost effective.

UCL bases its delivery network on what is called a "mesh", as opposed to a "hub and spoke" system. Every depot routes goods direct to every other depot, rather than having all goods go into one or two main "hub" depots for sorting and onward delivery.

A note is raised for every consignment, containing the customer's name and address, number of packages, weight and description of goods and consignee (person or company goods are being delivered to) name and address. One part of the consignment note is kept by the customer, one goes into the customer file, and a third accompanies the goods and is signed for to constitute proof of delivery. Before computerisation, consignment details were put on microfilm; now they are keyed into the system.

Every time a parcel crosses one of the five "tracking points" — collection from the customer; loading on to trunk vehicle at the collection depot; unloading from trunk vehicle at the delivery depot; loading on to delivery van; and delivery to the customer — that information is entered into the nearest computer. All data is collated at the collection depot (the one nearest the pick-up point) because customer enquiries are directed to the depot which collects their goods. This data is also held at the delivery depot for tracking and tracing and record-keeping purposes.

Once a consignment is delivered, the data relating to it is deleted from the delivery depot records but held on-line at the collection point for two months, and in archive for another four. All data is also held on the Wellingborough machine for security, management information and accounts purposes, and to provide back up.

"By having all the machines linked together, and data held in different places, we ensure there is no single point of failure in the system," Pollard explains. "If a depot machine goes down, the depot can

work on a pass-through to the headquarters' AS/400. Then when the depot machine is back on stream, head office automatically updates it. In five years UCL has never lost the service completely."

Good though this sounds, UCL had another problem. With 25,000 consignments moved around on some 2,000 vehicles every day, how could it obtain proof of delivery reliably and quickly enough to satisfy customers?

#### Document imaging

Document imaging had been considered by 1990, as this would enable UCL to show a copy of the signed consignment note to the customer in case of enquiry.

(Image processing allows paper documents to be digitised (using a scanner) and viewed on computer screens in the form of graphic images. Signatures or handwriting can be included in the image as well as text. And, if required, images can be printed out or faxed.)

At the time, however, document-imaging technology was so basic that Pollard didn't expect it to become advanced and cost-effective enough for UCL's purposes until 1994. "The technology was there," Pollard recalls, "but not at a commercial price, and it would not be able to process 25,000 documents per day."

A technology company (which Pollard wouldn't name) then approached UCL with the promise of a system which could process large volumes at a reasonable price, and with a response time of 30-60 seconds to obtain an image on screen.

"I thought that sounded good," Pollard continues. "It was taking at least two to three hours to obtain proof of delivery (POD) from the delivery depot; now we could get POD within a minute."

"But my directors said it wasn't good enough. The managing director pointed out that if he was a customer he would only be prepared to wait on the telephone for 10 seconds while a proof of delivery was being called up on screen."

"I thought it would be impossible to find an imaging system with such a fast response time, but I don't like to give up on ideas!"

Pollard spent six months working out how to improve the concept. The result was "Image", a document imaging system developed for and under licence to UCL. It is so impressive that UCL has applied for a patent to protect its prize asset in the UK, France, Germany and the US. It has also been accepted by the VAT office for legal purposes.

"Image" differs from most imaging systems in that it uses a magnetic disk for storage, rather than the optical disks more commonly used.

"Magnetic disks can provide an image three times smaller than on optical disks – therefore taking up three times less space," Pollard points out. "We have six months' PODs – 3.5 million images – on just three pc file servers linked together on a Novell network," he says. The use of file servers also enables the document imaging system to be networked to each depot. Images are then stored on optical disk at headquarters for another 12 months.

"And since we are using an Ms-Dos operating system, we can use other Ms-Dos software – such as WordPerfect to produce POD letters, and a Castelle fax box to enable PODs to be faxed to our customers."

#### Responding to enquiries

When goods are delivered, the signed delivery note – the part of the original consignment note which stays with the goods – is returned to the delivery depot and trucked overnight to Wellingborough. These notes are then scanned overnight into the imaging system and sorted into depot and consignment note number sequence, to be available over the network to all depots by 8.30am.

"We are never likely to have a customer enquiry any earlier," says Pollard. "Customers usually telephone the day after delivery was promised to find out if it was, indeed, delivered, or because the consignee claims not to have received the package."

When customers do phone in to their local depot, depot staff simply key in the consignment note number and hit a command key to request an image of the proof of delivery. The image is on the depot screen within 10 seconds.

The depot can tell the customer everything about that package – what time of what day it was delivered, who signed for it, whether the goods had or had not been inspected or whether they arrived damaged. If the intended recipient cannot find the goods, the sender can tell him or her who signed for the goods, so that courier can be chased up, or his or her work area examined for the missing package.

If the customer wants a hard copy of the proof of delivery, this can be faxed from the depot immediately (within 3.5 seconds) or stored for transmission overnight. Personalised standard letters can be sent out at the same time, such as "please find enclosed a copy of the POD delivered

clear, as requested".

All faxes are activated by the depots' computers, but sent out from Wellingborough headquarters.

#### Linking customers to the system

The system has proved so successful with UCL's major customers that they are now requesting Image in their offices.

"Because we're a distributed network, we can put a screen anywhere," Pollard explains. "If we put one in a customer's office, that customer can then fax a proof of delivery to its customer on its own headed paper.

"This enables our customers to provide a good service to their clients – and is a tremendous help with credit control, as the recipient can no longer refuse to pay for the goods because they supposedly never arrived."

So far one customer is using Image at its own premises but," Pollard says, "interest is high. Image only went live in August 1992," he adds, "but we now have enough information to make it really effective, so we are in a position to provide screens to our customers. We're giving 10 demonstrations of the system per week."

"Image cost something like GBP3.5 million (\$5.25 million), but it's well worth it," Pollard says. "Although we handle around 25,000 documents per day, we expect Image could cope with up to 100,000. The system is easy to install, taking just 30 minutes in each site. The whole thing went into all our depots in two weeks.

#### Benefits

"Staff like the system," Pollard says. "It works at the speed people work at, so if a customer calls up, employees can deal with the enquiry at the time, on-line. Staff can learn how to use it in just half-an-hour, too. And we're definitely pulling in new business because of it."

In the case of any unresolved queries, headquarters staff can put the image on a screen, check the quality of the image, enlarge any part of the proof of delivery, and deal with any incorrect or rejected PODs.

It may be expensive, but other parcels companies spend just as much, or more, to try to obtain accurate PODs.

Pollard says: "We don't do cost justifications when designing a system – we just look for benefits such as driving the business forward. We're a service related business, and if IT improves our service without increasing our costs to an unacceptable level, it is a valid investment. Image has done that ten times over."

For further information contact Martin Pollard on (UK): 0933 440400.

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5/7,K/8 (Item 1 from file: 16)

DIALOG(R)File 16:Gale Group PROMT(R)

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06424814 Supplier Number: 54943397 (THIS IS THE FULLTEXT)

Commerce vs. Illegals.

BINKLEY, ALEX

Traffic World, v258, n11, p21

June 14, 1999

TEXT:

Canada wants to open up border but U.S. says first cut illegal drug-immigrant traffic

Canadian Revenue Minister Herb Dhaliwal wants to interest the United States government in opening up the countries' common border to ease the flow of commerce between the two trading partners. However, the U.S. State Department insists that Canada get better control over immigration and illegal drugs before there can be any serious talks about easing border restrictions.

The U.S. is concerned that many foreigners are able to enter Canada too easily because of its lax immigration laws and then try to illegally cross the border. It also is worried about a flood of marijuana and heroin through British Columbia into the U.S.

The U.S. signed a shared-border accord in 1995 and amended it further in 1997. The accord tries to reduce some of the hassles and congestion at busy border crossings and airports. The problem facing Dhaliwal is that he is trying to focus on the \$1 billion a day in goods and service that cross the border while the Americans have noncommercial problems with an open border.

Dhaliwal said he wants to ease border controls to reflect the growth in trade under free trade. "We've had a system built on the assumption of tariffs and duties at our border. But since free trade, all that has changed," he said. "There's virtually no duty on most goods. But our system still reflects the old reality. What I want to do is change our system to reflect the new reality."

The minister said there are 35,000 commercial clearances at border crossings every day. He would like more of the import inspections done where the goods are delivered to reduce the time at the border. He also would like more use of smart cards to track the movement of goods and carriers.

However, he doesn't see the changes going as far as the open borders in the European Union. "If we can speed the goods and services going across our border, our goods can compete better and we can have better productivity," he said.

The minister plans to present his proposals to U.S. senators as well as Customs Service and Commerce Department officials. If he finds support in Washington, he plans to present the Canadian cabinet with a formal plan in the fall. Answering American concerns about illegal immigrants and drugs falls on other ministers in the government and Dhaliwal will have to get them onboard with his plan.

Binkley is a freelance writer in Ottawa.

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However, he doesn't see...

19990614

5/7,K/9 (Item 2 from file: 16)

DIALOG(R)File 16:Gale Group PROMT(R)

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03047282 Supplier Number: 44144599 (THIS IS THE FULLTEXT)

Logistics processes viewed as prime target as corporate 're-engineering' takes hold

Traffic World, p34

Oct 4, 1993

TEXT:

by John H. Perser

Special to Traffic World

San Francisco

First there was just-in-time. Then came total quality management. Now the business world has a new buzz phrase for the '90s: process re-engineering.

Corporate managers and business schools tend to latch on to one fad after another. Often a new and exciting program lasts only until the next hot idea. But process re-engineering, the experts say, is here to stay.

It's a whole new way of looking at how companies do business. Consultant Robert Harbage of Ernst & Young calls it 'thinking out of the box.' Others say it amounts to a reinvention of the corporation on a regular basis. As the world changes, they say, so must the suppliers of goods and services.

The impact on logistics is especially strong. Shippers and carriers are on the lookout for ways to streamline the supply chain, from ordering raw materials to final delivery of finished product. Instead of tinkering with a few elements here and there, many are subjecting the whole process to intense reevaluation - or, in modern-day parlance, re-engineering.

The results can be dramatic, says Frank W. Hazeltine, senior associate with Coopers & Lybrand. Through re-engineering a retailer might devise a logistics system that responds instantly to changes in stock levels. The barcode scanner at point of purchase may be all a company needs to inform its warehouse or supplier of the need to replenish product.

'Containerization is 30 to 40 years old,' notes Michael Cohen of Mercer Management Consulting. 'Many processes that are still in place grew up many years before. Re-engineering requires that you go back to basics.'

Harbage speaks of 'functional silos,' representing the old, compartmentalized way of doing things. The typical logistics operation might be segmented into ordering, manufacturing, accounting, credit, transportation, and the like. Customers with a variety of questions about their freight might be forced to consult multiple departments within the vendor's organization.

Through process re-engineering, they can make a single phone call - and get all of their answers in one place.

That's already the case at Xerox Corp., a pioneer of re-engineering. Xerox executives claim to have saved some \$650 million through radical redesign of the supply chain, including an emphasis on product recycling. At the same time, they have boosted profits by some \$150 million a year. Other early converts to re-engineering include Ford Motor Co., Motorola and Bristol-Myers Squibb.

Analysts generally concede that the movement officially began three years ago, with publication of a book on re-engineering by MIT professor Michael Hammer. Even before that, however, companies were searching for the next step beyond total quality management, which is essentially a philosophy of continuous improvement, not the corporate revolution implied by process re-engineering. Cohen says some quality programs of the 1980s fell short of expectations due to the inability of various departments to address problems outside their direct control.

Thomas Trainer, vice president and chief information officer of Reebok, says re-engineering involves a close analysis of the day-by-day flow of goods. In the process, companies discover a number of ways to eliminate redundancies.

For example, Reebok believes it could knock three to four weeks off the time between placing an order and delivering the goods at a North American distribution center - just by re-examining the process from end to

end. With a modest additional expenditure in systems, it could reduce that period by another two to three weeks. Then, with a significant capital investment in manufacturing and information technology, it could take yet another month out of the process.

'Re-engineering is what you need to do to bring the product to market across vertical slices of the business,' says Harbage. That's exactly what Sea-Land Service Inc. is doing, although the carrier doesn't go so far as to call its program re-engineering.

Sea-Land is in the midst of a three-year, \$35 million project to change the way it communicates with customers. When the dust clears, shippers should be able to call a single contact at Sea-Land for rate quotes, booking, documentation, tracking, service problems, and billing errors. The project should be complete by mid-1995, says Gary Ferrulli, director of Sea-Land's Consignment Data Management Initiative.

Other functions, such as claims handling and collections, will remain outside the effort for the time being. Ferrulli says Sea-Land hasn't committed to re-engineering in its truest sense, and he doesn't know whether it will. First the carrier must clearly define its various processes, then design systems to improve them.

'We are certainly looking at the concept very seriously,' he says.

Sea-Land is employing the tenets of re-engineering to other internal processes, including bills of lading. By one account, the carrier expects to slash processing costs by greater than 30 percent.

Jack Drobnick, vice president of quality and benchmarking, calls re-engineering a natural outgrowth of problem-solving techniques formulated under the carrier's quality program. Sea-Land, he says, has seven teams scrutinizing key processes, with an eye toward streamlining procedures, cutting costs, and improving customer service.

Like Ferrulli, Drobnick is careful to distinguish what Sea-Land is doing from classic re-engineering. 'Process improvement says let's fix it or change it,' he says. 'Re-engineering says we're not going to do it that way anymore.'

Southern Pacific Lines, which has heavily publicized its quality program over the last year, is now embracing aspects of re-engineering as well. Managing director Jim Obendorf says the railroad has targeted numerous processes as candidates for re-engineering. The one that is farthest along involves a system for assigning railcars to the customer.

Instead of allowing agents to handle car requests within their local jurisdictions, the railroad is centralizing its order and dispatch office, ultimately to be housed in Denver. In doing so, SP allows customers to draw from its system-wide fleet of boxcars, hoppers, flatcars and gondolas, instead of those which happen to be nearby.

The new system has the dual advantage of reducing inventory while serving a growing demand for equipment, Obendorf says. In theory, it also means getting by with fewer personnel and lower overhead - a prime concern in these days of low freight rates and intense competition.

Cynics might call re-engineering another fancy term for downsizing, that popular trend of the post-Reagan years. Experts deny the charge.

'That's an injustice to the entire process,' says Hazeltine.

'Re-engineering isn't just overhead cost reduction. It gives you options.'

Nevertheless, re-engineering is likely to result in a company doing more with fewer resources. 'It's not a direct consequence, but it is a factor,' says Charles Mertens, director of research and development with the American Production and Inventory Control Society. And when layoffs occur, the victim is often the middle manager. Some of those individuals may therefore look for ways to subvert the process - especially if it promises to result in the loss of their own jobs.

Cohen says companies can mitigate the pain through attrition, tailored severance packages and retraining. Harbage says the middle manager whose job is threatened by re-engineering would probably lose it anyway, should the company fail to take steps to become more efficient and competitive. Those who willingly go along with the program, he says, are 'the next-generation executives.'

Outsourcing is another common result, if not an inevitable one, of re-engineering. Companies may discover that their logistics functions are best handled by an expert outsider. Once again, in-house staffing levels could suffer.

The final outcome of re-engineering will differ from company to company, and may even involve adding staff to certain key functions. The only thing common to all re-engineering programs, says Trainer, 'is a much better understanding of the steps that comprise the process.'

Experts disagree over how often a company must re-engineer its internal processes to keep pace with changing markets. 'You want small steps after a quantum leap change,' says Hazeltine. 'To do it every few

years, if done properly in the first place, is far too traumatic to the organization.'

Harbage says there's no hard and fast rule for how often a company should reinvent itself. But with product life cycles shrinking, three to five years may not be too short a time in which to reevaluate certain key functions, he says.

Regardless of the frequency of their re-engineering efforts, 'executives are going to have to be very adept and flexible at constant change,' Harbage says. 'Re-engineering is going to become a way of life - but not across all business processes.'

- Perser is a freelance writer based in San Francisco.

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19931004

5/7,K/10 (Item 1 from file: 148)

DIALOG(R)File 148:Gale Group Trade & Industry DB

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07714867 SUPPLIER NUMBER: 16523089 (THIS IS THE FULL TEXT)

Knowing liability ins-&-outs could save your investment.

Coughlin, Thomas K.

Air Cargo World, v85, n2, p39(4)

Feb, 1995

## TEXT:

There is no doubt that shipping by air is the fastest - and usually the most cost-effective and safest - way of getting cargo where it is supposed to be. If this were not the case, the many air couriers like FedEx never would have succeeded in creating a niche that has become a worldwide office staple.

But, as nearly anyone who has had experience in shipping products to a customer will confirm, there is a big difference between putting a draft of a business presentation in an envelope and calling an 800 number for pickup and overnight delivery, and crating up many pounds of product and placing it surely and safely in the hands of a customer in a way that keeps the customer happy and the bills paid.

Complexity abounds in such cases. If you do not believe this, just ask the man who got burned while importing tanning beds a few years ago.

Daniel Smith is vice president of New York-based Joseph Smith Customhouse Broker Inc., one of several companies in the country that can take much of the risk and worry out of air cargo shipping for the small business or occasional air freight shipper. Smith's company specializes in international import and export, and he told Air Cargo World of a U.S. buyer several years ago who, undoubtedly seeing personal gold hiding behind the bronze tans of others, imported tanning beds into the United States. The buyer might have known a lot about the market for getting good tans sans sunlight, but he was a neophyte in the world of shipping and receiving international goods.

### Know the terms

Because, entrepreneurially, he went into the project on his own, he did not realize that when he signed his contract of sale, he agreed to a widely recognized International Chamber of Commerce INCOTERM provision, in which the tanning-bed seller's costs and risks ended when the goods were made available to the U.S. businessman at the buyer's location.

The beds were shipped by air, and, when they arrived in the United States, there was extensive damage, Smith said, totaling several thousand dollars. It came as a huge surprise for the buyer that he had agreed to assume the risk. Because he did not know of his burden, he had not insured the shipment. He also learned the air transporter was liable only for the loss in a limited way, defined years ago by the Warsaw Convention, which states that carriers must pay only \$9.07 per pound for goods that are lost

or damaged while under their control. This was a case where an international importer gambled - albeit unwittingly - and lost.

Josef Fellhofer, a Nashville-based operations manager for freight forwarder Panalpina Inc., related the story of two inexplicably reckless businessmen who knowingly gambled on a similar air freight transaction and walked away unscathed.

In July 1993, Fellhofer said, two Japanese men attended a music fair at Opryland and fell in love with a 19th century mandolin that was part of the exhibition. They purchased it for approximately \$3,000 to \$4,000 and decided to work through a Panalpina agent to arrange air shipment to Japan. Fellhofer said his company packed the instrument well, surrounding it with Styrofoam inside a well-constructed container. Even so, he recommended the two men purchase insurance to protect the rare object against loss or damage.

The premium, he said, would be about \$45 - a reasonable amount, especially in light of the Warsaw Convention compensation provisions, of which the buyers had been informed. Even so, they refused the insurance and took their chances.

"Because the premium was not very high, I thought it quite astonishing that they would buy a mandolin like that and not insure it, Fellhofer said. They were, instead, very lucky. The instrument made the journey without a scratch, Fellhofer said, "because we know how to pack ... But, they took quite a gamble."

These are examples of just a few of the complexities facing firms that ship or receive goods domestically and internationally. There are countless areas that need attention to make certain no one is left financially burdened by an air shipment that goes bad.

Large companies that regularly ship their goods across the country and around the world are aware of these potential pitfalls, as are the large air transport companies. But, as the above stories illustrate, there are many other companies that enter a transport arrangement blindly and assume a major risk by doing so.

Enter the consultant

Willard Woytowick, whose White Plains, N.Y., company Transit Surveys Inc. often is called in by insurers to investigate damage or loss, regularly sees the fallout that occurs when a buyer or seller enters into a shipping agreement without all the facts. What he reports following his

investigations often determines what, if any, recovery the affected party will receive.

Sometimes the financial loser in such an incident will hire Woytowick to survey his risks to ensure against similar disasters in the future. He, like every other air transport expert contacted in researching this story, wishes more companies would do that type of homework to prevent problems, rather than as a remedial act after sustaining shipping losses.

"One of the major problems we deal with is lack of communication between transporters and shippers and consignees," Woytowick said.

Most of the time, that lack of communication surfaces in deciding whose responsibility it is to pay for loss or damage. Every party must understand the terms of the contract going in, especially in light of the INCOTERMS and Warsaw Convention provisions that govern so many parts of the liability issue. Because of the intricacies of those liability issues, as well as the potential for financial disaster, he said it is mandatory for a shipper to consult regularly with an insurance company or broker that specializes in this area.

A knowledgeable professional as a partner becomes even more important when international shipping is involved, Joseph Smith Customhouse Broker's Smith said. An expert can take a buyer or seller through the many nuances of the INCOTERM agreement, which consists of four major classifications and numerous subsections.

The four major classifications are "E Term," "C Term," "F Term" and "D Term." They cross a spectrum that begins with E Term, where the seller's cost and risk ceases at the point of origin (as in the tanning-bed example), to D Term, where the seller bears the cost and risk of delivery of goods to the buyer. Lurking between these two extremes is a jungle of legal provisions that can devour the uninitiated.

Factors like currency exchange, customs and other distinct national factors, as well as price, can play into which of the INCOTERM's many options makes most sense in a given situation. Furthermore, Smith pointed out, no matter which party has to assume the risk, a key consideration is how that insurance should be purchased and how much is necessary.

There are three basic ways to buy that needed insurance, according to Smith: buy it through a freight forwarder; instruct the foreign buyer or seller to purchase the insurance; or, obtain insurance independently through an insurance company. Each option has its advantages and



disadvantages.

When purchasing through a freight forwarder, the rate a buyer receives can be a reflection of the loss experience of that forwarder - with a good record producing favorable rates and a poor record resulting in a higher-than-desirable premium. The same forces can come into play if the insurance buyer works independently through an insurance company, with the buyer's loss record directly affecting the cost of the policy.

Having the party from the other country purchase the insurance also has pros and cons, including low rates and favorable conditions in some countries, and inadequate coverage brought about by valuation and/or unfavorable national-specific terms and tariffs in others.

How much insurance to purchase also is important. Most experts recommend the policy cover the replacement cost; other times, provisions are added to compensate for lost business. And, in some cases, the Warsaw Convention provision for replacing air cargo at the rate of \$9.07 per pound actually makes the most sense. For instance, Smith told of a client that regularly flies fruit to the United States from South America; in this case, the poundage is high enough that, should the shipment be lost or damaged, the compensation would at least equal the value of the produce.

An important point to remember in any case of loss or damage is that the transporter is not responsible for acts of God, acts of public enemies, exercise of public authority or fault or neglect on the part of the owner of the goods being shield.

The business differences that occur when a transaction crosses borders make it almost mandatory for most shippers and receivers to enlist the help of a professional. Such a person can evaluate all aspects of the transaction and pinpoint the approach that best fits the clients interests.

An example of how unique each shipping transaction can be is seen in a large, multinational pharmaceutical company, a Joseph Smith Customhouse Broker client based in Sweden. The company is parent to many corporations around the world, but it keeps an arms-length distance from them for customs and other trade reasons. The parent company utilizes the INCO D Terms when selling products to its affiliates.

Ordinarily, Smith said, D Terms are a concession made by the seller in a highly competitive situation in order to sweeten the deal. Under these terms the seller bears all costs and risks through the entire transport and delivery process. This, of course, results in savings to the buyer. But,

the Swedish company actually saves money by selling under D Terms - its size, location and other factors lend themselves to favorable rates resulting from large group contracts negotiated with transporters and insurers.

At any time, however, the company's situation could change, because the shipping landscape shifts regularly due to revisions in laws, international politics and other wide-ranging factors. For this reason, a once-sound insurance plan suddenly can develop hazards.

The best way to avoid those hazards is to regularly review the landscape and make appropriate changes - a full-time job, at the least. This is why many companies have that service performed for them by professional consultants in much the same way wise investors often have investment professionals oversee their portfolios.

Such air transport consultants make it their business to stay abreast of all changes. Companies that let professionals take over this complex task and advise them of needed changes usually more than make up the investment by redirecting their energies on developing their business.

"Many companies are going back to their core businesses. Shipping departments are being pared down," said Smith.

Helping a shipper develop and maintain a strong risk-management program is another area in which professionals are essential, because a good loss record always results in lower insurance rates.

Marvin Margolies, an expert in air transport for The Chubb Group in New York, said it is important to have a loss-control specialist or independent surveyor on board and familiar with your operation before doing any major shipping. Such a person usually knows which transporters are specialists in given areas and also keeps track of the loss records of all carriers. This kind of expert counsel can do much to decrease risk and lower rates.

Some points to ponder

Woytowick checked off a list of common-sense precautions against loss for a successful risk management program:

- \* Packages should not display the name of the manufacturer. This kind of "advertising" invites theft. Surprisingly enough, there are some shippers who heed this advice and use plain cartons, but then seal with tape that contains the manufacturer's name. He cited several cases in which designer clothing and jewelry were stolen from plain boxes that were bound

with signature sealing tape.

He added that cargo invites pilferage when it is kept someplace other than its final destination over a weekend or holiday. It costs more for expedient transport, he said, but such shipping reduces the risk of exposure.

"And mum is the word," he said. "Often people who work for companies like to brag about the success they're experiencing and how often and when they're shipping product. To protect the product, they should talk as little as possible about what they're doing."

\* Spread the value of a shipment over several transports, rather than concentrate a high product volume in one place; \* 70 percent of all lost cargo can be traced to theft, improper handling or water damage. Packing goods so they are resistant to these factors can reduce much of what is lost; \* Using high-grade strapping, tape and theft-detering cases lowers loss potential; \* Even if English is the primary language through an entire shipping route, it may not be universally understood by all who handle the cargo. Repeating shipping instructions in secondary languages can be an important factor in reducing the kinds of delays that heighten risk potential. Use of international sign language also can expedite shipments;

\* When shipping goods within a container, each container also should include a packing list; \* Using too large a container can increase the risk of damage; \* Do not let received goods sit uninspected. If, after inspecting received cargo, it appears to have been damaged or pilfered in transit, obtain a survey immediately. If either has occurred, notify the insurance carrier and transporter right away. Concealed damage usually must be reported to the air transport company within two weeks, and case law has favored denial of claims because notice was not made within the specified time frame. \* When a shipper tries to find lost or damaged property, the air bill number is vitally important. For this reason, that number should become an essential part of each shipment's records.

Smart, well-run companies carefully forge a strong link of talents in creating a marketplace for their products: They recruit good engineers to design the product, build state-of-the-art plants in which to make it, hire effective agencies to advertise it, enlist talented reps to sell it. Once the sale is made, a weak link is inserted into that chain if the product does not gets to the customer on time and in one piece.

Insurance industry professionals who specialize in optimizing the

transport process rank as high as the engineers, plant managers, advertisers and sales staff in making the chain as strong as it should be.

Thomas K. Coughlin is president and CEO of Air-Sur Inc., a business risk-management and insurance-services corporation headquartered in Ormond Beach, Fla. Coughlin has specialized in developing, implementing and managing comprehensive risk-management programs for aviation and aerospace companies since 1976.

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... If either has occurred, notify the insurance carrier and transporter right away. Concealed damage usually must be reported to the air transport company within two weeks, and case law has favored denial of claims because notice was not made within the specified time frame. \* When a shipper tries to find lost or damaged property, the air bill number is vitally important. For this reason, that number should become an essential part of...

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5/7,K/11 (Item 2 from file: 148)

DIALOG(R)File 148:Gale Group Trade & Industry DB

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07279630 SUPPLIER NUMBER: 15501859 (THIS IS THE FULL TEXT)

Credit-crunch solutions for fast-growing companies.

Brown, Tony

Global Trade & Transportation, v114, n5, p38(2)

May, 1994

TEXT:

Editor's Note: This is the first of a two-part article.

In many respects, 16th century merchants in Europe had it easy. Barring faulty maps, various diseases and the occasional mutiny, international trade was relatively simple.

After confirming an overseas sale, international traders acquired the capital needed from a trade financier—an early merchant banker—to buy the

goods and pay for the journey on the high seas. The trader, upon delivering the goods overseas and receiving payment, paid back the money plus interest owed to the merchant banker, keeping the balance of the profit for himself.

Many merchant bankers have been replaced by large, money center institutions that are averse to so-called risky, small-scale, international deals, especially those that aren't backed by a fat bank account or adequate corporate capital.

Purchase order financing provides a solution for growth businesses that need cash to source finished goods for new orders. This type of financing provides a viable method to finance a deal when a successful business' credit limit is reached and it becomes impossible to meet a supplier's letter of credit requirements, or to extend credit to a buyer.

Purchase order (sometimes called transaction-based) financing is becoming more popular today as the economy improves in the U.S. As order books fill up, many businesses are finding it difficult to secure financing at a critical time in their growth. This is because conventional lenders do not accept customer purchase orders as collateral.

This apparent enigma is rooted in the increased consumer confidence and consumption that accompany an improving economy. As we buy more, retailers and factories increase orders from suppliers. In turn, suppliers have to borrow more from their banks to finance working capital, hence the increase in loan demand—and banks' ability to cherry-pick loans.

Generally, purchase order financing is most applicable when a trading company is undercapitalized and orders need to be filled. Well-capitalized companies often can finance their own deals, or may have adequate balance sheet assets to support loan requests.

#### Who Needs It

Typically, companies most likely in need of purchase order financing are intermediaries in the purchase and sale of finished goods, and fast-growing trading companies that experience seasonal growth spurts. Typical clients include domestic wholesalers, importers/exporters and traders involved in purchasing finished goods in one country for sale to a buyer in a third country.

These companies are often turned away by banks because they lack adequate capital or collateral. But because these companies have orders from reputable buyers, they use purchase order financing, instead of losing the deal altogether.

Although a healthy balance sheet is not a prerequisite for every purchase order lender, most will want solid references on previous deals and to see that the business has:

- \* A record of timely deliveries of a quality product.
- \* An absence of major disputes.
- \* A solid record of customer satisfaction (no returns).
- \* Experienced principals.
- \* A solid, well-based administrative infrastructure.
- \* One year in business.
- \* Minimum annual sales of more than \$1 million.

Just as important, since a purchase order financier is prepared to accept orders as collateral and is reliant on these orders for reimbursement, the end buyer must be credit-worthy. Typically, the customer credit risk must be laid off with a third party, such as a factor, a credit insurer, or provision by the customer of a payment guarantee or letter of credit from an acceptable bank issued in favor of the purchase order lender.

Manufacturing companies are generally ineligible for purchase order financing, since they require financing for the purchase of various components against the sale of a finished product that they manufacture. That extra step introduces a risk factor that makes most purchase order lenders uncomfortable.

#### Purchase Order Financing—A Typical Transaction

Bagg-Age (fictional company) is a one-year-old importer of nylon tote bags whose principal, Jane Baggmaker, previously established a successful sporting goods division for a major company. Baggmaker has achieved sales of \$1 million in her first year of operation using her own money. Her product line has done well at retail and her buyers (all major mass market discounters) are now looking to double the previous year's orders.

Bagg-Age sources from well-established trading houses in Hong Kong. Baggmaker has been turned down by two banks and three factors for being "too small," "too new," and "seriously undercapitalized" relative to the company's credit needs.

Baggmaker's accountant introduced her to MTB Bank two weeks ago. Today, the Trading Alliance Division (TAD) of MTB Bank, having satisfactorily completed its due diligence, financed a \$250,000 Wal-Mart order for Bagg-Age. Baggmaker will need TAD's transactional financing to

provide a letter of credit for \$150,000 now, \$30,000 for duty (20 percent) and \$10,000 for freight once the goods arrive in the U.S.

**TYPICAL EXAMPLE**

Time (Days)	Step #	Description
3	1	Bagg-Age presents Wal-Mart order to Trading Alliance, which checks terms, verifies order with buyer and obtains assignment of order.
	2	Bagg-Age places order with supplier. TA receives a copy and checks conditions of deal.
	3	Bagg-Age submits to TA a request for financing.
1	4	TA requests credit approval from its factor and, upon receipt, approves the transaction and receives pre-payment of its fee.
2	5	TA submits a request for a \$150,000 L/C issuance from MTB Bank and guarantees repayment.
	6	MTB Bank issues L/C to supplier.
51	7	Immediately prior to shipment (one month after L/C was issued), TA arranges independent inspection of goods, manufacture of which is now complete.  Supplier ships (transit time to U.S. by sea is 21 days).
11 (*)	8	After shipment, supplier presents shipping and

commercial documents to MTB Bank and is paid.

- 9 MTB Bank refinances sight payment to supplier and forwards documents to TA or its customs broker to preclear the tote bags for importation.
- 5 10 After customs clearance, goods are under TA's control in a public warehouse and released for shipment in strict compliance with Wal-Mart's requirements. TA advances \$10,000 for freight to the freight forwarder and \$30,000 for duty to the customer's broker.
- 45 11 Bagg-Age prepares invoice to Wal-Mart which is stamped with instructions to pay TA's factor.
- 12 TA assigns Bagg-Age's invoice to its factor for collection (without recourse) at due date (30 days after date of invoice).
- 13 Bagg-Age's invoice is sent to Wal-MARt.
- 14 Wal-Mart pays (15 days past due).
- 3 15 TA's factor credits TA with proceeds of Wal-Marts's receivable.
- 1 16 TA repays MTB Bank for the sight L/C payment and interest for the period of refinancing.



2      17      After reimbursing itself for advances for freight, du  
ty

and inspection (plus interest on same), TA remits  
balance of the profit to Bagg-Age.

113 Days

TOTAL

\* This period is included in Step 7 (51 days), but is separately shown to  
reflect period of funding.

Tony Brown is managing director of the Trading Alliance Division of  
MTB Bank, an FDIC-insured, privately-held bank specializing in commercial  
and international trade finance for small and mid-sized companies. For more  
information, call (212) 858-3376.

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from MTB Bank and guarantees repayment.

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Supplier ships (transit time  
to U.S. by sea is 21 days ).

11 (\*)      8      After shipment, supplier presents shipping and  
commercial documents to MTB Bank and is paid.

9      MTB Bank refinances sight payment to supplier and...

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5/7,K/12 (Item 3 from file: 148)

DIALOG(R)File 148:Gale Group Trade & Industry DB

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05792020 SUPPLIER NUMBER: 11861268 (THIS IS THE FULL TEXT)

A QR report card on fabric mills; a sampling of mills reveals what's state-of-the-art in textile-apparel QR; is your company using these services? (includes related article)

DeWitt, John W.

Apparel Industry Magazine, v53, n2, p40(3)

Feb, 1992

TEXT:

A QR Report Card On Fabric Mills

A sampling of mills reveals what's state-of-the-art in textile-apparel QR; is your company using these services?

Quick Response is moving steadily into the fabric mills. Textile companies are combining state-of-the-art technologies, such as EDI and bar coding, and a commitment to business partnerships with their apparel manufacturing customers. Among the goals: to streamline data exchange, shorten the product delivery cycle and improve quality.

Apparel Industry Magazine interviewed textile industry leaders and surveyed 10 fabric suppliers regarding the status of their QR programs. The following across-the-board review of their responses provides a composite picture of the status of Quick Response services among major mills.

By using EDI to provide electronic invoices, a QR fabric supplier can reduce paperwork and speed up the billing process for itself and its apparel customers. Nine of 10 companies surveyed are equipped for EDI, but only seven offer electronic invoices. Of the three mills without electronic invoicing, however, two reported that they would offer the service within the next year.

In the next several years, textile suppliers will begin receiving forecasting information from their apparel customers. According to Textile-Apparel Linkage Council member Joe Berger of Springs Industries, no

mill currently uses TALC-standard forecasting data, but our survey identified five companies that are prepared to do so. In the future that information could help plan fabric production.

Next-day shipment of spot goods and the shipment of smaller increments of fabrics from a mill's color palette can be important for rapid, short-run production of such items as fashion apparel. At this time, six textile companies surveyed are willing to provide next-day shipment of spot goods, but only two ship small increments of fabrics from their color palette. (For some, this service is not applicable. See related text, this page.)

To complete the streamlined electronic billing and payment cycle, the textile company can receive payment and remittance information via electronic funds transfer (EFT). Six of the companies surveyed are prepared to offer EFT.

Perhaps the most basic QR service is bar coded fabric rolls. It is offered by nine of the 10 mills.

Bar codes follow the standard established by TALC. The TALC bar code – like the UPC code in the apparel-retail linkage – streamlines fabric receiving, handling and storage for the apparel maker. Instead of manually identifying each fabric roll, the apparel manufacturer electronically scans the roll's TALC bar code.

A related service is the advanced shipping notice (ASN) provided through EDI linkage. Eight mills surveyed provide ASNs.

With ASNs, the apparel company can immediately determine – electronically – that it has received the expected fabric roll when it scans the bar codes.

The apparel manufacturer can streamline its cut planning, spreading and cutting operations if the textile company inspects the fabric and complies with other TALC standards for width and shade information, defect identification and defect tagging. Seven of 10 companies surveyed currently offer 100% fabric inspection.

Fabric defects marked by metallic TALC tags can be identified easily during spreading and cutting either by the operator or with electronic scanners.

ATMI survey planned. No hard figures exist on the extent of Quick Response preparation in the textile industry. O'Jay Niles, director of product services for the American Textile Manufacturers Institute (ATMI),

estimates that 30% of U.S. textile companies have implemented QR to some degree. This spring, a task force established by the ATMI's Quick Response Committee will make a complete QR survey of the organization's 150 member companies.

"We want to quantify the industry's progress on Quick Response," Niles says. "And we also would like to know what companies consider to be the major roadblocks to implementation, with the idea that the ATMI program can help overcome those problems."

Textile industry leaders say they are eager to implement QR strategies with their apparel customers and their suppliers. But ATMI and TALC members express frustration at the slow growth of QR in the apparel industry at large.

"It's a general feeling that the apparel area hasn't picked up the ball and run with it," says Joseph Coyle, a TALC steering committee member and Burlington Industries coordinator for EDI and linkage.

"The amount of activity by apparel manufacturers is really surprisingly low," except among the largest companies, says Springs Industries' Berger. "Back four or five years ago, I would have assumed that when retailers placed demands on smaller apparel companies, they would turn to their fabric suppliers who tend to be larger and ask for help in implementing these business strategies. It hasn't happened nearly to the extent we in TALC expected."

Darlene Ball, manager of customer support for Burlington Denim, acknowledges that "it's moved slower than we imagined in '85 when we started TALC and produced the standards." However, she says textile companies have to be patient with a customer-driven process that must first begin with retailers and filter back through apparel companies to fabric suppliers.

But Robert Holmes, a TALC steering committee member from Milliken & Co., argues that substantial progress has been made in Quick Response. "The partnership between the apparel and textile industries has improved considerably from five and even three years ago," Holmes says. "We're just beginning to see the fruits of these partnerships, and I anticipate a lot of growth in the Quick Response movement in the next few years."

Berger emphasizes that apparel companies embracing Quick Response must focus on more than technologies such as bar coding and EDI, which he says are "just the tools of the trade." The key to QR is partnership, which

he defines as "sitting down and talking about our common problems and finding common solutions."

Sometimes, Berger notes, reducing cycle time "has nothing to do with technology. It can result from simple procedural changes."

#### Partnerships Are Unique To Provider

In addition to the survey answers shown at right, some fabric suppliers offered other comments and explanations about their QR services

Avondale Mills can load fabric shipments in cut sequence, allowing customers to spread and cut the fabric rolls as they are received from the trailer.

Also, blankets are wet-processed using customer wash codes to ensure shade uniformity.

VF Corp. is listed as a notable apparel partner.

Burlington Denim, a division of Burlington Industries, notes that because denim is made to contract, it does not provide next-day shipment of spot goods and small orders from its color palette.

Burlington Denim offers a "security blanket finished-garment shade service," sequential truck loading, and delivery at a specific hour of a specific day.

Although Burlington Denim's QR services are offered to all its customers, apparel customers "are at different levels of being able to take advantage of these services," says Darlene Ball, manager of customer support.

Clinton Mills is a gray-goods supplier and therefore does not offer fabric inspection and next-day shipment from the color palette, says Josh Hamilton, vice president of operations.

Dixie Yarns noted that the company plans in the future to ship small increments of knitted fabrics from its color palette.

Greenwood Mills offers order status reports so that apparel customers can follow the progress of fabric order production.

Greenwood has established notable partnerships with Wrangler, Lee, Levi Strauss & Co., Hartwell, Oxford Industries, Cherokee, Jantzen, and Red Kap.

Jefferson Mills provides a number of QR services, such as electronic invoicing, fabric inspection and next-day shipment of spot goods. However, the company is not in compliance with TALC bar code and other standards.

Milliken ships fabric dyed to order according to fiber lead time. The

company does not consider shipping fabrics from a color palette to be in accordance with true Quick Response.

Springs Industries (Springfield Division) offers 100% fabric inspection for its customers, but President Ed Shogan notes that "customers still need to be cautious."

Springs also will ship fabric the next day in small increments, provided the goods are in stock; however, the company does not offer a stock program.

West Point Pepperell notes that while the company can provide next-day shipment of spot goods, 99% of its fabrics are made-to order.

The company has eight QR programs and each is customized to meet the particular requirements of the apparel manufacturer. [Tabular Data Omitted]

John W. DeWitt is a Boston-based free-lance writer and a former staff editor of Apparel Industry Magazine.

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... Lee, Levi Strauss & Co., Hartwell, Oxford Industries, Cherokee, Jantzen, and Red Kap.

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Springs Industries (Springfield Division) offers 100% fabric inspection for its customers, but...

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5/7,K/13 (Item 4 from file: 148)

DIALOG(R)File 148:Gale Group Trade & Industry DB

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02982847 SUPPLIER NUMBER: 04546445 (THIS IS THE FULL TEXT)

Planning, cost control held keys to profit growth. (shoe manufacturing)

Silverman, Dick

Footwear News, v42, p65(2)

Nov 24, 1986

TEXT:

Planning, cost control held keys to profit growth

"Through good planning, tight cost control and maximization of resources, a company in the footwear industry can achieve a high level of profit growth in spite of difficult economic and market conditions," declared Neal Bader, president of NB Enterprises, Inc., a new consulting firm offering a number of financial, operational, data processing and communication services to the industry.

Bader contended shoe companies and retailers often get too wrapped up in the process of selling and making shoes, and ignore the overriding issues of business planning, inventory and production control, sales administration, facility planning, and data processing, which really determine a company's profitability.

"Some of the major companies in the industry aren't paying attention to these things—not because they're derelict, but because they're not experienced—and they're production driven rather than profit driven. They're busy fighting the day-to-day 'forest fires.'

Bader believes the task of dousing those 'forest fires' is best done by an outside consultant, who can devote full time and energy to the matter and often perceive problems not visible to inside management.

Bader, who in his consultant's role now fills the position of chief financial officer or chief executive officer for small companies that lack depth in management, had been executive vice-president of finance and administration at Marx & Newman, New York, a division of U.S. Shoe Corp. Prior to that, he was executive vice-president and chief operating officer of Francis Denney Corp., a cosmetics firm. He has a bachelor of science degree in accounting, an MBA in finance and is a CPA in New York State.

Bader warned that footwear companies, particularly smaller ones, need to take a closer and more perceptive look at their sales and gross margins. "Anyone who does business today the way they did business last year is in trouble," he asserted.

Footwear companies can no longer assume profits—a number of shoe firms are increasing shoe sales but not making money, he said.

A company in a volatile industry like footwear—which is affected by outside factors like foreign currency fluctuations, changes in shipping rates, material price increases and the consumer spending cycle—needs to plan for profits just as it plans its line and pricing structure, he said.

"The first question I ask retailers is, 'Are you making any money?'—and I get some strange looks.'

Shoe retailers, he noted, measure sales per square foot and total volume, but seldom measure their profits.

"A company must look at how profitable their sales are. In today's economy, consumption of footwear is not growing and the likelihood of increasing sales is difficult, so a company must look at increasing its margins.'

One way of doing that is examining sales by category, and looking at which lines and price points give the most profit. In some cases, a retailer may do better selling fewer shoes at full price as opposed to more shoes at discount prices, he said.

Bader said he approaches a new client by examining all aspects of its operation—people, facility, operations and finances. "We go in and analyze people and their costs and talk to the individuals—we ask the employees, 'What do you do; where does your work come from,' and we do a work flow and system analyses at the same time.'

The solution to problems often is simple as well as extremely profitable. In one case a client had a manually operated warehouse employing 26 people. Bader recommended the firm switch its warehouse operation to a bar coding system.

The conversion cost was minimal, but the company reduced its warehouse personnel by 50 percent and actually increased its warehouse efficiency.

In another case, Bader consulted a shoe firm operating three separate warehouses—one on the West Coast for Far Eastern merchandise, one on the East Coast for Italian and Spanish merchandise and one at its home office. The company had no explanation for why that multiple system existed, saying only it just developed that way over the years. After a study, Bader found none of the warehouses were sufficient in themselves, and there was a vast duplication of personnel, costs and overhead among the three operations, with no real value to the company.

He conducted a freight cost and shipping analyses, and recommended



the company consolidate the three warehouses into one facility on the East Coast. That resulted in a 55 percent reduction in warehouse personnel, a 70 percent drop in warehouse costs, as well as a 25 percent increase in productivity and inventory control, he said.

Bader also analyzes specific issues like insurance coverage. One client with annual sales of \$70 million had only a \$5 million umbrella liability policy. Bader told the client that should there be a serious fire or accident, the likelihood the company would face a lawsuit over that \$5 million mark was very high. He suggested the company raise its liability to \$15 million a year, which would cost only an additional \$1,000 a year in insurance payments. The move was obvious, he said: a \$1,000 payment versus the possibility of losing the entire business.

On the other hand, many firms are overinsured, and tend to take low deductibles to minimize risks, he explained. Bader contended that if companies took larger risks and higher deductibles, they could lower their insurance costs 15-20 percent. And in only six months the money saved would cover any potential liabilities.

For example, he said, one firm operated trucks covered by a \$100 deductible in case of accident. Bader discovered that if they raised the deductible to \$500,—only \$400 more—the insurance costs would drop \$350 a year, quite a savings for the firm over the long run.

Other areas Bader examines include:

Shipping—Many shoe firms ship merchandise to the U.S. by air, but they must analyze that expense in relation to their customers' delivery needs. "No longer can a company afford to ship by air and have it sit in a warehouse." Customers increasingly are asking for later deliveries, and that negates any time savings of air shipments. Saving 10-14 days by air shipment means nothing if a delivery sits in a warehouse 14 days before a retailer will accept it, he said.

He also suggested consolidating shipments by sea—holding merchandise at the foreign factory until a container can be filled, which saves 25-30 percent compared with individual parcel rates.

Inventory turn—Inventory turn is a constant process of refinement, he noted. "There is no such thing as an optimal inventory turn—no matter what your inventory is you must strive to make it better," he said.

"Fashion footwear is not like wine—it does not get better with age."

Computer operations—Having salespersons send in handwritten orders

that are then keypunched at the office is inefficient and means an individual order is handled three to four times before reaching the factory, increasing the possibility of error. Through the use of a small portable computer, sales people can punch in their orders from the road and send them directly to the factories, eliminating the need for order processing.

The salesperson can validate the order by size, color, etc., and be sure it goes directly to the factory, Bader said. This system also generates the salesperson's commission the next day and in three to four days he or she gets a confirmation of the order. It also gives the sales people the ability to check stock, inventory on hand, and verify delivery dates available.

**Credit and collection**—Customers want to pay as slowly as possible, and resources want to collect as quickly as possible, so the two sides must come to terms and insist rules are kept. He suggested credit managers and personnel attend shoe shows to meet with retailers and discuss potential credit problems in person. He said retailers should "treat the credit manager as a partner. If the customer succeeds, the resource succeeds. Be honest and open. If you can't make a payment, call and tell them."

**Advertising**—To spend \$500,000 on advertising is meaningless if the ads do not create brand awareness, he said. A firm should first look at the total amount available to spend and consider using it innovatively, as in point-of-purchase, giveaways, contests, gift purchases, trunk shows, etc. These are low-cost promotions that create excitement on the selling floor and take a consumer already in the store and focus their attention on your shoes, he stressed.

**Co-op money** should be used to create excitement and entice people into the store, Bader suggested. "There's nothing like something for nothing to bring people into a store."

Another area NB Enterprises deals in is communication, services, such as press releases, media relations advice, news-letter preparation, and special events publicity.

Other areas are accounting operations, where Bader reviews systems and work flow and analyzes expense categories with industry standards; data processing, which analyzes effectiveness of computer hardware and software, reviews security measures to prevent unauthorized access to data, and develops contingency plans to keep the firm functioning in case of damage

to the computer; formalized business planning, assisting management in formation of defined business goals and plans to achieve those goals; facilities review and planning, for showrooms, administrative offices and warehousing and distribution centers.

Photo: NEAL BADER

CAPTIONS: Neal Bader. (portrait)

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... delivery needs. "No longer can a company afford to ship by air and have it sit in a warehouse.' Customers increasingly are asking for later deliveries , and that negates any time savings of air shipments. Saving 10-14 days by air shipment means nothing if a delivery sits in a warehouse 14 days before a retailer will accept it, he said.

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5/7,K/14 (Item 5 from file: 148)

DIALOG(R)File 148:Gale Group Trade & Industry DB

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02167859 SUPPLIER NUMBER: 03469497 (THIS IS THE FULL TEXT)

Fall show shifts housewares focus; buyers out for spring promos.

HFD-The Weekly Home Furnishings Newspaper, v58, p1(2)

Oct 8, 1984

TEXT:

CHICAGO—BUYERS WILL BE OUT IN FULL FORCE THIS WEEK FOR THE FIRST October International Housewares Exposition with sights firmly fixed on spring programs.

Although many retailers will be using the McCormick Place and McCormick Place West show for last-minute Christmas shopping and strengthening their position in proven categories, most buyers will be giving top priority to setting up first quarter and first half 1985 programs.

There is no indication that the timing of the show so close to Christmas will have an adverse effect on attendance as many exhibitors fear.

Dennis Cicetti, senior vice president and general merchandise manager for Frederick atkins, a New York buying office, for instance, said, "Reaction to the October show date has been extremely favorable by our member stores." He expects a large turnout.

Similarly, John Reeves, senior vice president for Allied Stores, another New York buying office, said, "All our stores are going to the show. It's an important show for spring planning. We'll be looking for both basic and decorative categories and assume there will be attractive specials as always."

Associated Dry Goods also is expecting a large representation from its member stores.

Expressing the department store viewpoint, Don Howard, divisional merchandise manager for Adam Meldrum & anderson in Buffalo, N.Y., said, "The show date is super. We never had time to put our May book together in January. we may not buy until after the show, but it will give us time to get our thoughts together."

Dudley Clark, divisional merchandise manager for Carson Pirie Scott in Chicago, on the other hand, said, "I'm having trouble coming to grips with an October show. I'm so immersed in fall promotions. In January, you were interested in getting delivery. with the additional lead time this year, our aim is better planning.

with a generally good year behind them, most buyers will be in a good open-to-buy position this week. while tabletop lines will head the shopping lists of many buyers, cookware, personal care appliances, and under-the-cabinet electrics will also be given careful scrutiny.

Though they may find innovative new merchandise in short supply, buyers will find good news in the fact that prices are stable and manufacturers are showing signs of being flexible in negotiating spring promotions.

Word from a divisional merchandise manager for a department store in the south probably best reflected the mood of the show. "We will be mainly shopping for one of our spring catalogs that break in May." He will be focusing on upscale goods.

a midwestern department store merchandise manager voiced similar

sentiments. "We are going to the show to do spring planning, but we may pick up a few things for the holidays. We are holding back our December advertising because of the show timing.

"We will try to get some product introductions into our December campaigns, so that we will be the first in our market to have them," he explained. Still, the merchandise manager said, three quarters of the time spent at the show will be devoted to spring programming.

On the mass merchandising front, Bernie Weiler, buyer for S.E. Nichols, a northeastern discount chain, said, "I assume manufacturers are going to disclose their plans for their first half or at least the first quarter. So I'll be looking around for first quarter merchandise—and specials, of course."

Along the same lines, Arthur Abood, buyer for Kingsway Stores, a Detroit-based discount chain, said, "We'll be looking for specials and concentrating on more gifty and tabletop items."

Indeed, tabletop merchandise will receive high priority from many retailers shopping the show.

Members of the Frederick Atkins group, Cicetti said, are moving to expand woodenware tabletop and serving accessories. They will also be seeking opportunities in stainless steel flatware, and to "maximize" other categories with potential, he said.

A southern department store merchandise manager said he is planning to line up lines of better glassware, dinnerware and flatware.

Mike Nemoir, merchandise manager for the Milwaukee Boston Store, is also beefing up his dinnerware and glassware selections. "That's where the margins are," pointed out Nemoir, who will be at the show in a good buying position. "Inventories are extremely manageable. We are going to the show with an open mind and an open pocketbook," he said.

A southeastern department store buyer is eyeing color and plastic in tabletop lines. She thinks she might find both in new dinnerware, serveware and barware at McCormick Place.

It will not be all tabletop at the show, however. Retailers will be checking other categories closely for pricing and new merchandise.

John Wallace, divisional merchandise manager for Porteous Mitchell & Braun in Portland, Maine, for instance, will be shopping for personal care electrics, paying particular attention to packaging. He will also be zeroing in on upscale bakeware, now that the discounters have taken over

the lower-price market.

Reba Presley, buyer for Ivey's in Charlotte, N.C., on the other hand, will be scouting cookware, with emphasis on better lines. She will be looking at lines like Calphalon and All-Clad along with imported stainless steel goods.

S.E. Nichols' weiler will be canvassing all electric housewares lines: personal care, kitchen appliances, clocks and floor care.

Many retailers are coming to the show in good spirits, thanks to the healthy sales volume they have been enjoying this year.

David Shapiro, divisional merchandise manager for Burdines in Miami, is a case in point. He described business at his store as "sensational. I think we're going to have a tremendous fall. We try to use shows to shop all manufacturers to make sure we have a clear understanding of all products available, and to finalize programs."

From the West Coast, Ken Yoshikawa, divisional merchandise manager for the May Co. in Los Angeles, reported, "Business is very good. It looks like a very positive fall." He will be at the show with good open-to-buy to complete cookware and electric housewares programs.

Business has been good at Adam Meldrum & Anderson, too, where glassware has been strong. Divisional merchandise manager Don Howard said exercise equipment has been growing to the point where AM&A is setting up special sections for the category in its stores. Howard said microwave accessories as well as under-the-cabinet electrics such as coffee-makers, toaster-ovens and can openers have been doing well at his stores.

A Southern department store, too, is high on under-the-cabinet appliances, particularly the new Waring blender.

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... I'm having trouble coming to grips with an October show. I'm so immersed in fall promotions. In January, you were interested in getting delivery . with the additional lead time this year , our aim is better planning.

with a generally good year behind them, most buyers will be in a good open-to-buy position this week . while tabletop lines will head the shopping lists of many buyers, cookware, personal care appliances, and under-the-cabinet electrics will also be given careful scrutiny .

Though they may find innovative new merchandise in short supply,

buyers will find good news in the fact that prices are stable and manufacturers are showing signs of being flexible in negotiating...

19841008

5/7,K/15 (Item 1 from file: 20)

DIALOG(R)File 20:Dialog Global Reporter

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08735424 (THIS IS THE FULLTEXT)

THE WEEK IN BRIEF

INTERFAX

December 01, 1999

\*\*\* Russian President Boris Yeltsin has rejected a law introducing amendments to the federal law on Value Added Tax, the president's press service said Tuesday. The law was passed by the State Duma on November 5 and approved by the Federation Council on November 11, 1999. As reported earlier, the proposed amendments to the law include a list of goods that

would be subject to a reduced VAT rate of 10%. This list contains number of foodstuffs including meat and meat products (with exception of luxury goods), milk and milk products, eggs and

products, vegetable oil, sugar, bread and bread products, flour, pasta, fish and fish products (with the exception of luxury goods), baby food and special diabetic foods, vegetables and an number of children's products. \*\*\* The Russian State Duma passed the draft budget for 2000 in its third reading at a plenary session on Monday. A total of 281 deputies voted in favor of passing the budget; 48 - against and one abstention. A directive attached to the budget notes that in the fourth reading of the budget is will be necessary to confirm budget expenditure in all areas for 2000. The fourth reading of the budget for 2000 will take place in the State Duma on December 3. \*\*\* The Russian delegation at the WTO conference in Seattle from November 30 to December 4 will have to discuss the problem of reducing tariff protection and state support for the Russian

agricultural sector. According to a press release from the Russian Trade Ministry, during the conference the Russian delegation will also discuss liberalization of access to WTO markets and the lowering of trade barriers against industrial goods. \*\*\* The Moscow city authorities intend to carry out thorough inspections at all of the city's meat processing plants. The plants, regardless of who owns them, will have to go through an attestation by a commission led by Mikhail Kravchuk, the city's chief state veterinary inspector. The inspections will probably take place three times a year. \*\*\* Foreign investment in Russia dropped 30.4% year-on-year in the period from January to September to \$6.47 billion, according to figures released by the Russian Statistics Agency Tuesday. Foreign investment in the same period of last year was \$9.29 billion, which was down 13.6% from the first nine months of 1997. In January-September 1998, direct investments came to \$2.014 billion, portfolio investments \$192 million and other investments \$7.08 billion. \*\*\* Expansion of the network of farming information and consulting services could help the sector to grow, delegates at an international conference on farming sector information and consulting said last week in Moscow. Russian agrarian science has come up with a large number of solutions which could help the sector immensely, they said. However there was no system for getting these to the farmers, and scientific potential is being grossly under-used. Information and consulting centers operate in 53 regions and are attached to agriculture ministry bodies education and further training institutions. \*\*\* The Ukrainian government has stepped down. In line with the Ukrainian constitution, Prime Minister Valery Pustovoitenko has approached the president with an announcement to this effect from the Cabinet of Ministers. President Kuchma accepted this declaration and requested that Pustovoitenko form a new Cabinet of Ministers. \*\*\* World Bank directors will consider a \$20-million project to rebuild Tajikistan's farming infrastructure at a meeting in March next year. If approved, the project could be delivered in the period 2000-2003 with credit from the International Development Association, Zafar Saidov, the Tajik president's spokesman, told Interfax.

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(USE FORMAT 7 OR 9 FOR FULLTEXT)

... new Cabinet of Ministers. \*\*\* World Bank directors will consider a \$20-million project to rebuild Tajikistan's farming infrastructure at a meeting in March next year. If approved, the project could be delivered in the period 2000-2003 with credit from the International Development Association, Zafar Saidov, the Tajik president's spokesman, told Interfax.

19991201

5/7,K/16 (Item 2 from file: 20)

DIALOG(R)File 20:Dialog Global Reporter

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07963557 (THIS IS THE FULLTEXT)

**GUATEMALA: PRE-SHIPMENT INSPECTION IMPLEMENTED  
INTERNATIONAL MARKET INSIGHT REPORTS**

October 22, 1999

I) THE GOVERNMENT OF GUATEMALA HAS DECIDED TO INITIATE PRE-SHIPMENT INSPECTION IN ORDER TO APPLY CORRECT ASSESMENT OF IMPORT DUTIES AND TAXES, MINIMIZE UNFAIR COMPETITION TO LOCAL INDUSTRY AND BETWEEN IMPORTERS, FACILITATE CUSTOMS CLEARANCE AND ENCOURAGE FOREIGN INVESTMENT, HAS DECIDED TO INSTALL PRE SHIPMENT INSPECTION.

II) THE GOVERNMENT OF GUATEMALA HAS CONTRACTED TWO COMPANIES TO VERIFY THE PSI. THESE COMPANIES ARE: SGS - SOCIETE GENERAL DE SURVEILLANCE AND COTECNA. THE PSI SYSTEM IN GUATEMALA WILL OPERATE AS FOLLOWS: PRE SHIPMENT INSPECTIONS FOR IMPORTS INTO GUATEMALA WERE EXPECTED TO COMMENCE ON OCTOBER 16, 1999. HOWEVER, DUE TO LAST MINUTE TECHNICALITIES SUCH VERIFICATIONS ARE NOW EXPECTED TO BE IN EFFECT FROM DECEMBER 1, 1999. PRODUCTS THAT NEED VERIFICATION - IN ORDER OF PRIORITY THE FOLLOWING PRODUCTS WILL REQUIRE PSI: A) CONSUMER GOODS; B) CAPITAL GOODS AND C) RAW MATERIALS.

PSI VERIFICATIONS WILL BE BASED ON QUANTITY, VALUE, COUNTRY OF ORIGIN AND CORRECT TARIFF DECLARATION OF THE IMPORTED MERCHANDISE.

III) THE VERIFICATION PROCEDURE WILL BE PERFORMED AS FOLLOWS: THE IMPORTER OF U.S. GOODS IN GUATEMALA WILL REQUEST FROM ANY OF THE TWO CONTRACTED VERIFYING COMPANIES, A "VERIFICATION CERTIFICATE" BLANK TO BE FILLED OUT BY HIM. ONCE THIS FORM HAS BEEN DULY FILLED OUT WITH THE REQUESTED INFORMATION ON THE IMPORTATION TO BE MADE, IT IS THEN RETURNED TO THE VERIFYING COMPANY.

THE VERIFYING COMPANY WILL SEND THE COMPLETED CERTIFICATE TO ITS CORRESPONDENT AT THE SHIPPING PORT IN THE U.S. FOR SHIPMENT INSPECTION.

ONCE THE MERCHINDISE IS VERIFIED IN THE U.S. THE PSI CERTIFICATE IS RETURNED TO THE VERIFYING COMPANY IN GUATEMALA. ONE COPY OF THIS CERTIFICATE DULY COMPLETED, SIGNED AND STAMPED IS SENT TO THE SUPERINTENDENCY OF TAX ADMINISTRATION (SUPERINTENDENCIA DE ADMINISTRACION TRIBUTARIA-SAT). A SECOND COPY IS SENT TO CUSTOMS AUTHORITIES, ATTACHED TO THE REST OF SHIPPING DOCUMENTS FOR MERCHANDISE CLEARANCE.

IV) SERVICE COST - THE VERIFICATION COST IS ONE PERCENT (1%) OF THE MERCHANDISE INVOICE VALUE TO BE INSPECTED. SERVICE COST WILL PAID BY THE IMPORTER. WHEN THE VALUE OF THE MERCHANDISE TO BE IMPORTED DOES NOT EXCEED

U.S. \$ 200.00 THERE IS NO NEED FOR PRE SHIPMENT INSPECTION. THE TOTAL TIME OF THE INSPECTION PROCESS IS APPROXIMATELY 10 DAYS OR TWO WEEKS.

V) CONTACTS: INFORMATION IN THE UNITED STATES ON THE PSI IN GUATEMALA, MAY BE OBTAINED AT:

SGS-SOCIETE GENERAL DE SURVEILLANCE TEL.: 305-597-5938  
<http://www.sgsgroup.com/>

COTECNA TEL.: 305-828-8141 <http://www.cotecna.com/>

INFORMATION IN GUATEMALA MAY BE OBTAINED AT:

SGS - SOCIETE GENERAL DE SURVEILLANCE 6A CALLE 14-08, ZONA 13 01013  
GUATEMALA, C.A. TEL.: 502-339-2225 FAX: 502-332-4570 CONTACT: LIC. OVIDIO  
PARRA

COTECNA 37 AVENIDA 3-49, ZONA 11 COLONIA UTATLAN II 01011 GUATEMALA,  
C.A. TEL./FAX: 502-594-6902 CONTACT: LIC. GABRIEL CASTELLANOS

SUPERINTENDENCIA DE ADMINISTACION TRIBUTARIASAT 21 CALLE Y 8A AVENIDA,

ZONA 1 EDIFICIO MINISTERIO DE FINANZAS - NIVEL 18 01001 GUATEMALA, C.A.  
TEL.: 502-251-3782; 502-230-5406 FAX: 502-251-3590 CONTACT: LIC. ALFREDO  
MARROQUIN, SUPERINTENDENT

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(USE FORMAT 7 OR 9 FOR FULLTEXT)

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SGS-SOCIETE GENERAL DE SURVEILLANCE TEL.: 305-597-5938...

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